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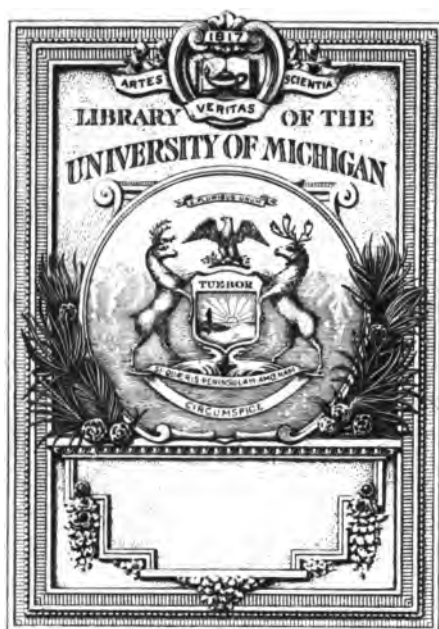
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New Zealand.

DEPARTMENT OF LABOUR.

AWARDS,
RECOMMENDATIONS, AGREEMENTS, ETC.

UNDER THE

INDUSTRIAL CONCILIATION AND ARBITRATION ACT,
NEW ZEALAND,

FILED FOR THE YEAR 1903.

Vol. IV.

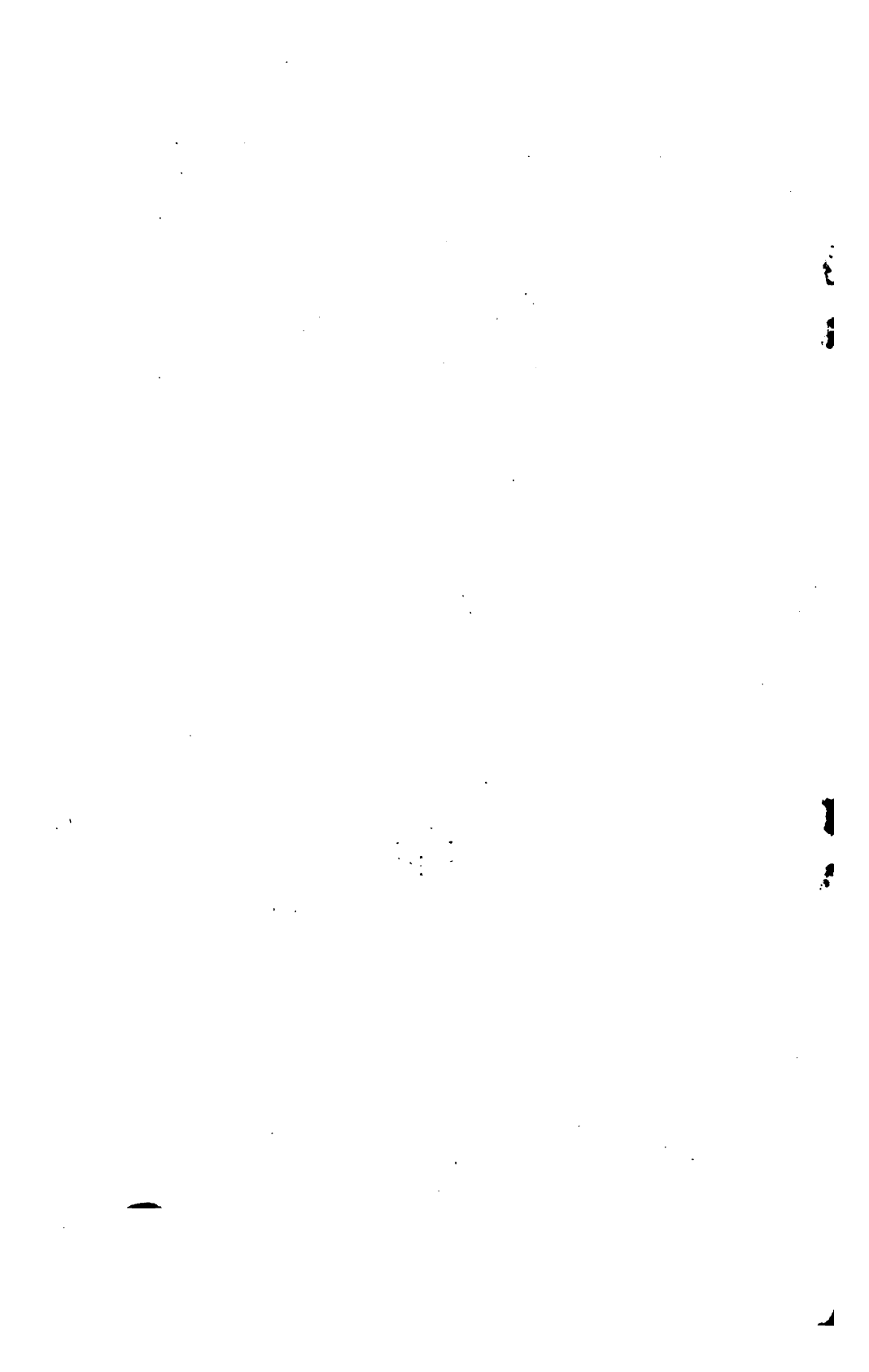
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Authority of the Rt. Hon. E. J. Seddon, Minister of Labour.

NEW ZEALAND.

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DISPUTES

UNDER THE

INDUSTRIAL CONCILIATION AND ARBITRATION ACT.

(FROM 1st JANUARY TO 31st DECEMBER, 1903.)

FILED IN FEBRUARY.

NORTHERN INDUSTRIAL DISTRICT.

(532.) NEW ZEALAND BOOKBINDERS AND PAPER-RULERS.—DECISION OF COURT ON APPLICATION TO EXTEND WELLINGTON AWARD IN THE BOOKBINDING AND PAPER-RULING TRADE TO THE NORTHERN DISTRICT.

14th January, 1903.

In the matter of an award made by the Court of Arbitration in a dispute between the New Zealand Bookbinders and Paper-rulers' Trade Society Union of Workers and Messrs. Whitcombe and Tombs and other employers in the Wellington Industrial District. Application by A. D. Willis, one of the parties to and bound by the above award, to extend the award to employers in the Northern Industrial District.

THIS application was heard at Auckland by the Court on the 14th January, 1903.

Mr. Willis appeared in support of the application.

Mr. Templar, the duly appointed agent for the Auckland employers, appeared to oppose the application.

Mr. Templar submitted that under subsection (3) of section 88 of the Act of 1900 all the employers bound by the award must join in the application, and referred to the ruling of the Court on the meaning of the words "either party" in section 21 of the Amendment Act of 1901.

The President: Under section 88 of the Act of 1900 the effective words are in subsection (1) and not subsection (3). Under subsection (1) the powers conferred on the Court by section 87 of the Act may be exercised on the application of "any" party bound by the award. The use of the word "any" distinguishes this case from

the ruling of the Court on section 21 of the Amendment Act. In section 21 only the word "either" was used. The word "either" in subsection (3) of section 88 of the Act of 1900 must, in the light of subsection (1) of the same section, be construed as meaning "any." Mr. Willis is a party bound by the award, and has a right to make the application. This objection must be overruled.

Mr. Willis, after stating that the Auckland employers were in direct and active competition with him in the manufacture of account-books, stated that he could not prove that a majority of the employers in the colony were bound by the award, and that he must admit that the employers in the Wellington Industrial District bound by the award were a minority only of the employers in the colony.

The President: Before the Court can act under section 87, subsection (2), the applicant must show that the award not only relates to a trade or manufacture the products of which enter into competition in any market with those manufactured in another industrial district, but also that a majority of the employers engaged and of the unions concerned in the trade or manufacture are bound by the award. In the first paragraph of subsection (2) of section 87 the power given to the Court is to extend the award so as to join and bind as party thereto any specified industrial union, industrial association, or employer in the colony not then bound thereby. The words in the second paragraph of that subsection, "a majority of the employers engaged and of the unions of workers concerned," clearly mean a majority of the employers and unions in the colony engaged and concerned in the trade in respect of which the award has been made. In the present case it is apparently the case that manufacturers in other industrial districts and who are not bound by the award are in competition with the applicant, who is bound by the award. This may be—we do not say it is, as we have not heard the other side—unfair to the applicant, but the Court has not, under the limited power given to it by subsection (2), any jurisdiction to entertain this application, one of the requisites essential to such jurisdiction being absent. We must therefore dismiss the application.

THEO. COOPER, J., President.

(533.) RE NORTH AUCKLAND TIMBER-WORKERS' AWARD.—ORDER OF THE COURT.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and of the Amendment Act, 1901; and in the matter of an award made by the Court in a dispute between the North Auckland Timber-workers' Industrial Union of Workers and the Kauri Timber Company and other employers whose names are set forth in the said award.

Monday, the 19th day of January, 1903.

UPON hearing the representatives of the abovementioned union of workers and the representatives of the Auckland Sawmillers' Asso-

ciation, and the Court being satisfied that the other parties to the said award had been duly served with notice of an application to fix the wages of band-mill men and gang-edging-saw men, the Court doth, in accordance with an agreement come to between the above-mentioned union of workers and the abovementioned Sawmillers' Association (and a copy of which agreement is hereto annexed, the original being filed in Court), order, award, and declare that during the currency of the said award band-mill men shall be paid at the rate prescribed in the said award for No. 1 circular-saw men, and gang-edging-saw men shall be paid at the rate prescribed in the said award for No. 1 drag-saw men.

By the Court.

THEO. COOPER, J., President.

COPY OF AGREEMENT REFERRED TO IN THE ANNEXED ORDER.

Copy of a resolution passed by the Auckland Sawmillers and Woodware Manufacturers' Industrial Union on Tuesday, the 13th day of January, 1903:—

It was resolved that this association have no objection to pay band-mill men at the rate of No. 1 circular-saw men, and gang-edging-saw men at the rate of No. 1 drag-saw men.

STANLEY G. CHAMBERS, Secretary.

We, the undersigned representatives of the North Auckland Timber-workers' Industrial Union, hereby consent to the wages of band-mill men and gang-edging-saw men being fixed, during the currency of award now in force, at minimum rates as stated above, and beg respectively that the Arbitration Court will give this agreement the force and currency of the award now current.

JOHN STALLWORTHY, President.

FREDERICK W. PHILLIPS, | Secretaries.

SAMUEL TYSON, |

Both duly appointed agents for the North Auckland
Timber-workers' Industrial Union.

17th January, 1903.

(534.) NORTH AUCKLAND TIMBER-WORKERS' UNION V. MITCHELSON AND CO.—ENFORCEMENT OF AWARD.

Before the Court of Arbitration.

AFTER considering the evidence in this application for enforcement of award, we have come to the conclusion that for the time during which Schultz was occupied in driving the engine at the little mill he is entitled to receive the sum of 8s. a day. He did not in fact hold a certificate, and the evidence shows that an agreement was made to pay him 8s. a day for the class of work he did at the little mill—at any rate, during the absence of Rogers. The wages fixed by the award for an engine-driver who is not required to hold a certificate and who is employed where no stoker is employed is the sum agreed upon between Schultz and the manager—namely, 8s. a day.

If a breach of the Inspection of Machinery Act was committed by employing an uncertificated man, that is not a matter for this Court to deal with. In such case the Inspection of Machinery Act makes both the employer and the worker liable to a penalty. We cannot, from the confused nature of Schultz's evidence, ascertain how long he was working under conditions which by the agreement made would entitle him to 8s. a day. We do not think it was for more than four weeks. He received 7s. 6d. a day during that time, and appears to have for some reason refused to take the 8s. offered for, at any rate, a part of that time. The evidence does not show that there is more than 12s. or 13s. due to him on this account.

As regards the question of payment for blowing off and cleaning the boilers, we are clear that that work is not included in the work of getting up steam or making preparations for the work of the factory. We have ascertained that the statement made by the witnesses for the union that this work is treated as overtime work, and is paid time and a quarter, in the Kauri Timber Company's mills is correct, and the largest employers have therefore understood the award to mean what we intended it to mean—namely, that it is the work which is necessary in the daily routine of the mill which is included in the 3rd clause of the award, and not work which, like the cleaning-out of boilers, is only done at intervals of a week, a fortnight, or a month, as the case may be. We are of opinion that this work should, if done outside the time for the prescribed week's work, be paid for at the rate of time and a quarter. The evidence shows that it was in the present case done on Sunday, at the request of and for the convenience of the men, and that it could have been done on Saturday afternoon or evening. We have no means of calculating the amount which Schultz earned and has not received at this class of work, and we can only order the company to pay an approximate amount, and this we fix at £1.

We order the company to pay the union's costs, to be ascertained by the Clerk of Awards, and as these will probably amount to a considerable sum we do not order any further penalty.

20th January, 1903.

THEO. COOPER, J., President.

WELLINGTON INDUSTRIAL DISTRICT.

(535.) WELLINGTON PLASTERERS.—RECOMMENDATIONS.

Before the Board of Conciliation, Wellington Industrial District.—

Under "The Industrial Conciliation and Arbitration Act, 1900," and "The Industrial Conciliation and Arbitration Amendment Act, 1901."—In the matter of an industrial dispute between the Wellington Plasterers' Industrial Union of Workers and the Wellington Builders and Contractors' Industrial Union of Employers (secretary, William H. Bennett, Woolcombe Street,

Wellington): Thomas Carmichael, Hawkestone Street, Wellington; Thomas Foley, 20, Hankey Street, Wellington; J. and A. Wilson, Cambridge Terrace, Wellington; Edmund Platt, Molesworth Street, Wellington; Charles T. Emeny, Ranfurly Terrace, Wellington; William Newman, Tawa Flat, Wellington; Allan McGuire, Sussex Square, Wellington; Arthur H. Fulford and Thomas Smith, Edward Street; and Walter J. Thompson, Thorndon Quay, Wellington, employers; and of a reference thereof for settlement.

THE Board, having been satisfied as to its jurisdiction, and having heard statements and arguments by the duly appointed representatives of the Wellington Plasterers' Industrial Union of Workers and by the duly appointed representatives of the Wellington Builders and Contractors' Industrial Union of Employers, and by Mr. Thomas Foley, who appeared before the Board, and having arranged a conference between the said representatives of the Wellington Plasterers' Industrial Union of Workers and all the employers who appeared before the Board, and having received from that conference a report approved by all the persons before the Board, and having approved and adopted the agreement of that conference, which suggested a settlement of all except two of the points in dispute, and having carefully considered the dispute and every particular of it, doth hereby recommend that the dispute be settled on the following conditions:—

1. Two classes of labour only shall be recognised—namely, journeymen and apprentices.

2. A full week shall consist of forty-five hours, commencing, except on Saturdays and in the months of May, June, July, and August, at 8 a.m. and finishing at 5 p.m. During the months of May, June, July, and August eight hours and a quarter shall be worked each day, except Saturdays, between the hours of 7.30 a.m. and 5 p.m., at the discretion of the employer. During these months half an hour shall be allowed for dinner. During the remainder of the year three-quarters of an hour shall be allowed for dinner. On all Saturdays work shall commence at 8 a.m. and finish at a quarter to 12 noon.

3. All competent journeymen plasterers shall be paid not less than £3 12s. for a full week. Deductions for broken time shall be at the rate of 1s. 7d. per hour. All wages shall be paid weekly, either on the job or at the employer's place of business; but whenever paid they shall be paid to the workmen not later than fifteen minutes after leaving off work.

- 3A. Any workman who considers himself, or is considered by his employer, not capable of earning the wage mentioned in paragraph 3 hereof may be paid such less wage as may from time to time be agreed upon in writing between any employer or employee and the secretary or president of the union; and, in default of such an agreement within twenty-four hours after such journeyman or employer shall have applied in writing to the secretary of the

union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district, upon the application of such journeyman or employer after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application. Any journeyman whose wage shall have been so fixed may work and may be employed by any employer for such less wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him or his employer by the secretary of the union requiring his wages to be again fixed in manner prescribed by this clause.

3b. The number of men whose wage has been fixed under paragraph 3a employed by any employer shall not at any one time exceed the proportion of one of such men to every four men to whom are paid wages at the rate specified in paragraph 3.

3c. That, in the event of any workman being discharged at any time during the week, he is to be paid his wages within one hour from the time when he is discharged from his work.

4. All boys shall be legally indentured to learn the trade generally. Any employer may, before apprenticing a boy, try him on probation for three months, and if at the end of such probation the boy becomes a bound apprentice such period of three months shall be reckoned as part of the period of apprenticeship. The term of apprenticeship shall be five years. The wages to be paid to the apprentice shall be: First year, 8s. per week; second, 13s.; third, 18s.; fourth, £1 3s.; and fifth, £1 13s.; and the proportion of apprentices not to exceed one to every three competent workmen.

5. That time and a quarter be allowed for all overtime from 6 a.m. to 8 a.m., and from 5 p.m. to 8 p.m., except during the months of May, June, July, and August, when ordinary-time rate is to be paid for working from 7.30 a.m. to 8 a.m., double time to be allowed from 8 p.m. to 7.30 a.m. if worked continuously; and double time to be allowed for Saturday afternoon, Sunday, and all statutory holidays.

6. That 3d. per hour be paid above the ruling rate of pay in Wellington for country work. Overtime to be paid *pro rata*. Fares to be paid to the workers both ways, once for each job. Time to be paid for travelling both ways, once for each job. Travelling time not to exceed eight hours in any one day.

7. In the event of any member having to work outside a radius of one mile and a half from the General Post Office, Wellington, except as provided in clause 6, his fare shall be paid to and from his work, or time allowance whilst travelling to and from his work.

8. Employers shall employ members of the Wellington Plasterers' Union in preference to non-members, provided that the members of the union are equally qualified with the non-members to perform the work to be done and are ready and willing to undertake it.

9. Any difference as to the meaning and intention of the foregoing clauses shall be submitted to a committee consisting of two employers and two members of the worker's union for settlement. Should the committee fail to arrive at a satisfactory conclusion, the matter in dispute shall be submitted to the Chairman of the Wellington Conciliation Board, whose decision shall be final.

10. That clause 10 of the union's demands be, and is hereby, annulled.

11. That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the foregoing paragraphs shall be binding upon every member thereof, and upon the employers and each and every of them, and that the said terms, conditions, and provisions set out in the said foregoing paragraphs shall be binding upon every member thereof, and upon the employers and each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of the Board's recommendations; and, further, that the union and every member thereof, and the employers and each and every of them, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof, and on the part of the employers and each and every of them, respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the Board recommends that any breach of the said terms, conditions, and provisions shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach; provided, however, that the aggregate amount of penalty under or in respect of this settlement shall not exceed the sum of £500.

12. The settlement shall be for two years, from the 19th day of February, 1903, to the 18th day of February, 1905 (both days inclusive).

Given under my hand, at Wellington, this 15th day of January, 1903.

JOHN CREWES, Chairman.

FILED IN MARCH.

NORTHERN INDUSTRIAL DISTRICT.

(536.) HIKURANGI COAL-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 25th day of February, 1903, between the Hikurangi Coal-miners' Industrial Union of Workers, of the one part, and the Northern Coal Company (Limited), of the other part, whereby the said parties do hereby agree as follows:—

1. The hours of labour for all underground workers in the company's mine shall be as follows: That the men leave the surface at 6.45 a.m., and leave the face at 3 p.m., and at 2.30 p.m. on Saturdays.

2. That the places be drawn for every three months in the following order: The manager divide the mine into districts and number the places in each district in consecutive order, the man drawing the last or highest number in any district must be the first to shift from that district. If there be more than one man to shift from any district at one time, they cavil for the fresh places; the truckers to cavil for places the same time as general cavil.

3. Should the manager have any special work inside the mine he must call for volunteers, to be approved by the manager, three clear days before a cavil.

4. That trucking in the company's mine be done by the company.

5. That the men receive 11d. per skip, without any allowance for yardage. Headings, 6d. per foot.

6. That when men leave the face, or are taken from the face, their turn ceases. If a miner be taken from the coal by the manager to do any kind of odd work, he be paid at the rate of 9s. per day, and time and a quarter for overtime, and time and a half for Sundays for all men except pumpers.

7. That for all unsaleable coal and mullock filled in or thrown back 11d. per skip shall be paid.

8. That the company lay all roads and sharpen all men's tools.

9. That truckers be paid 7s. 6d. per day; pumpers to receive 7s. 6d. per day, and 9s. per shift on Sundays; boys up to eighteen years of age be paid from 4s. to 7s. per day.

10. That any miners driving to the dip and having to bail water be paid 1s. 3d. per hour.

11. That the company shall employ members of the workers' union in preference to non-members, provided that there are members of the workers' union equally qualified with non-members to

perform the particular work required to be done, and ready and willing to undertake it. But this clause shall not interfere with the employment of workmen now engaged by the company whilst remaining in their present employment.

12. That in the event of shortening hands single men shall be first discharged in the order of engagement, and then last-comers.

13. The skips are estimated at 12 cwt.

14. This industrial agreement shall come into operation on the 9th day of March, 1903, and shall remain in force until the 31st day of January, 1904.

Made and executed by the Hikurangi Coal-miners' Industrial Union of Workers under the seal of the said union and the hands of the chairman and secretary thereof.

CHARLES GREEVES,
Chairman of the said Union.

JOSEPH HENRY JOHNSON,
Secretary of the said Union.

The said Northern Coal Company (Limited) do hereby agree to the above conditions of agreement.

For the Northern Coal Company (Limited)—

EWEN WILLIAM ALISON,
Chairman of Directors.

Witness to the sealing and signature to the above agreement.—
R. G. Thomas, Clerk of Awards, Auckland.

(537.) AUCKLAND BRICK AND POTTERY AND CLAY WORKERS.— AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment, and in the matter of an industrial dispute between the Auckland Brick and Pottery Clay Workers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Avondale Brick and Pottery Company; James Archibald, Waikumete; Hugh McMurtray, North Shore; R. O. Clarke, Hobsonville; F. W. Fairweather, Arch Hill; Carder Bros., Ponsonby; Laurie Bros., Henderson; — Stevenson, Arch Hill; John Grainger, Whitford Park.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as

between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof, and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof, and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of February, 1903, and shall continue in force until the 16th day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 5th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. The week's work shall consist of not more than forty-eight hours' work, except in the case of burners who may be required to work shifts not exceeding twelve hours while the burning is going on.

The daily hours shall be regulated according to the custom of each establishment, and any dispute arising in connection with the arrangement of such hours shall be settled in the manner hereinafter prescribed for the settlement of disputes.

Nothing herein contained shall be deemed to prevent employers and their men from so arranging their hours that a Saturday half-holiday may be kept, or from working a less number of hours than forty-eight per week if any employer shall think fit so to do.

Except in the case of burners, the day's work shall not in cases where a Saturday half-holiday is not observed exceed eight hours' work. In cases where a Saturday half-holiday is kept the day's work shall not exceed for the days from Monday to Friday, both inclusive, eight hours and three-quarters, and four hours and a quarter on Saturday.

Such hours may be worked by shifts either by night or day.

Workers shall not be required to work continuously for more than five hours without an interval of at least three-quarters of an hour for a meal.

Minimum Rates of Wages.

2. The following shall be the minimum rates of wages to be paid by employers to their workers:—

Competent setters of drawers, Hoffman kilns, 1s. 0½d. per hour; open kilns, 1s. per hour; competent burners, any kiln, 10½d. per hour; all other labour (including casual labour) for workers over the age of twenty-two years, 1s. per hour.

Workers under and up to the age of twenty-two years: Sixteen to seventeen years of age, 15s. per week; seventeen to eighteen years of age, 18s. per week; eighteen to nineteen years of age, £1 1s. per week; nineteen to twenty years of age, £1 4s. per week. These workers shall be deemed to be weekly hands, and only time lost through their own default shall be deducted from their weekly wage. Twenty to twenty-one years of age, 7½d. per hour; twenty-one to twenty-two years, 10½d. per hour.

Overtime.

3. Overtime shall be paid for at the rate of time and a quarter. Overtime to youths up to the age of twenty years, 9d. per hour. Each day shall stand alone for the purpose of reckoning overtime.

The provisions of this clause shall not apply to workers whose duty it is to get up steam, for the time necessarily occupied in getting up steam.

Holidays.

4. The following shall be the recognised holidays: Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

Work done on Good Friday and Christmas Day shall be paid for at the rate of time and a half; and on the other holidays at the rate of time and a quarter. Work done on Sundays shall be paid for at the rate of time and a half. No extra rates shall be paid to burners for necessary attendance in burning on Sundays and holidays.

Workmen unable to earn the Minimum Wage.

5. Any workman who may consider himself incapable of earning the minimum wage hereinbefore prescribed for his age or class of work may be paid such less wage (if any) as may from time to time be agreed upon in writing between the president or secretary of the union, the employer from whom employment is sought, and the worker, and in default of such agreement as may from time to time be fixed in writing by the Chairman of the Conciliation Board for this industrial district—twenty-four hours' notice in writing of the application to such Chairman being first given to the secretary of the union by the said worker; and the said secretary and the said employer shall each be entitled to be heard by the said Chairman upon such application.

General Clauses.

6. No boy under sixteen years of age shall be allowed to do cutting-off work on a brick-machine.

7. If any employer shall sublet any part of his works or plant, the person to whom he shall have sublet the same shall in all respects abide by and perform all the terms and conditions of this award. If such person shall fail to do so, then both the person to whom the works or plant are sublet and the person subletting the same shall be liable as for a breach of this award.

8. If any person or persons are employed to do any work in or about the manufacture of bricks by contract with any of the employers bound by this award, such person or persons shall pay to any workers employed by him or them the rates of wages prescribed by this award, and the provisions of this award shall apply to such person or persons.

No Discrimination against Unionists.

9. Employers shall not discriminate against unionists, nor in the engagement or dismissal of their hands, or in the conduct of their business, do anything for the purpose of injuring the union either directly or indirectly.

10. When members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

Settlement of Disputes.

11. All matters of dispute between the parties arising under this award shall be settled by agreement between the particular employer concerned and the secretary or president of the union, and in default of such agreement being arrived at then such matter shall be referred to the Chairman of the Conciliation Board for this industrial district for decision. Either party if dissatisfied with such decision may appeal to the Court, upon giving written notice of such appeal to the other party, within seven days after such decision shall have been communicated to the party desiring to appeal.

Limitation of Award.

12. This award shall apply only to parties carrying on business within a radius of twenty miles from the Chief Post-office in the City of Auckland.

Exemptions from Award.

13. This award shall not apply to fireclay and ornamental brick and tile or to pipe workers, but leave is reserved to the union to apply to the Court to make an order or award in reference to these classes of workers upon the performance by the union of the conditions prescribed in sections 98 and 99 of "The Industrial Conciliation and Arbitration Act, 1900," as amended by section 18 of

the Amendment Act, 1901, and upon proper notice being served upon the employers of such workers, with full particulars of the demands of the union in relation thereto.

13. This award shall not apply to the pieceworkers employed by John Grainger, of Whitford Park, so long as the present conditions upon which his pieceworkers are employed by him are maintained by him.

Term of Award.

14. This award shall take effect from the 16th day of February, 1903, and shall continue in force until the 16th day of February, 1905.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the said Court hath heretofore set his hand (the time for making this award having been duly extended by the Court until the 9th day of February, 1903), this 5th day of February, 1903.

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

We have already settled the conditions and minimum wages of the workers employed in the brickmaking industry in the Otago, Canterbury, and Wellington Industrial Districts, and the general conditions of the trade here are not dissimilar from those in the other parts of the colony.

There is a good deal of work done by youths in brickyards, and we have prescribed a scale of payment according to age for workers up to the age of twenty-two years. Beyond that age the minimum wage we fix for the general class of workers is 1s. per hour. The work is laborious work, and, although not skilled in the strict sense of the term, requires some degree of experience on the part of the worker. For setters and drawers in Hoffman kilns we fix 1s. 0½d. per hour, as proposed by the employers, and for setters and drawers in other kilns 1s. per hour.

We were asked to abolish contracts. We see no sufficient reason to do this. We have, however, provided that contractors shall pay the wages prescribed by the award to hands employed by them.

With reference to piecework, employers generally in this district do not appear to employ their men at piece rates, unless the system of contracting adopted in the Avondale works is what the union ask us to abolish. We have already stated that we see no reason to do this.

The only employer who appears to employ men on the piecework system as generally understood is John Grainger, of Whitford Park. His piecework rates are not unfair, and we have therefore given him permission to continue the same rates.

With reference to preference, this was asked for at the hearing, but was not one of the particulars of the reference submitted to the

members of the union under sections 98 and 99 of the Act, nor was the demand for preference in the particulars of demand served upon the employers.

We have therefore limited the award to the no-discrimination clauses.

(538.) AUCKLAND CERTIFICATED ENGINE-DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Certificated Engine-drivers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Auckland City Council, Coburg Street; Adams, Bacon-factory, Stanley Street; Auckland Harbour Board, Quay Street; Auckland Sawmillers' Association, Customs Street; Auckland Freezing Company, Railway Wharf; Bailey and Bollard, Taupiri; S. Baldwin, traction-engine proprietor, Cambridge; J. C. Bindon, shipowner, Hokianga; Bradley and Manders, sawmillers, Port Albert and Queen Street; Bradney and Binns, steamboat proprietors, Queen Street Wharf; Brett Printing and Publishing Works, Shortland Street; Campbell and Ehrenfried Company, Queen Street; Carder Bros., brick and tile works, Pom-pallier Terrace, Ponsonby; Robert Carruth, traction-engine proprietor, Papatoitoti; Cashmore Bros., sawmillers, Cox's Creek; W. Chadwick, sawmill, Pahi; R. O. Clark, pottery-works, Hobsonville and Customs Street West; Isaac Coates, Hamilton; Colonial Ammunition Company, Mount Eden; Colonial Sugar-refining Company (Limited), Chelsea; F. Coulthard, sawmill, Papakura; Cousins and Atkin, coach-builders, Elliott Street; J. J. Craig, brick and tile manufacturer, Queen Street and Avondale; Thomas Davis, shipowner, Ngaruawahia; D.S.C. Furniture-works, Queen Street and Stanley Street; Devonport Borough Council, Devonport; Devonshire Dairy, Hereford Street, Newton; D.S.F. Company, steamboat-owners, Queen Street Wharf; Ellis and Bernand, sawmillers, Otorohanga; D. Fallon, contractor, Auckland; Arthur Faucett, traction-engine proprietor, Puni; Finlayson Bros., Northern Wairoa; Foote Bros., sawmillers, Whangarei and Whakapara; David Goldie, sawmill, Albert Street; R. P. Gibbons and Sons, sawmillers, Kopu; Hadley and Co., stone-crushers, Auckland; Hancock and Co., Queen Street; John Harrison, steamship proprietor, Aratapu; R. and W. Hellaby, butchers, Shortland Street; *Herald* Printing-works, Queen Street; Ireland Bros., tanners, Panmure; Jagger and Co., tanners, Auckland; Jarrett Bros., traction-engine proprietors, Cambridge; Jones Bros.,

contractors, Okaha Bush, Dargaville; Kauri Freehold Gold Estates (Limited), locomotive proprietors, Queen Street; Kauri Timber Company, Customs Street West; Kempthorne, Prosser, and Co., Westfield; John Keith, Pukekohe; King and Slater, Northern Wairoa; Kusabs Bros., sawmillers, Mamaku; Lapwood Bros., launch proprietors, Tuakau; Lane and Brown, sawmillers, Totara North; Henry Lane, sawmill, Opuia; Leyland, O'Brien, and Co., timber-merchants Customs Street West; Macklow Bros., timber-merchants, Mechanics Bay; Mason's Dairy, Carlton Gore Road; W. F. Massey, traction-engine proprietor, Mangere; McGregor Steamship Company, Queen Street Wharf; A. McLaren, sawmill, Opitonui; D. H. Madill, Tuakau; Mennie and Dey, manufacturers, Albert Street; Mercer Sawmill Company, Mercer; E. Mitchelson and Co., timber-merchants, Aoroa, Northern Wairoa; Mountain Rimu Company, Mamaku; Ngunguru Coal Company, launch proprietors, Durham Street West; Northern Union Steamboat Company, Helensville; New Zealand Dairy Association, Wellesley Street West; New Zealand Portland Cement Company (Cooke and Buddle, agents), Queen Street; New Zealand Glassworks, Mechanics Bay; Onehunga Borough Council, Onehunga; Onehunga Woollen-mills, Onehunga; Herbert Oldham, flaxmill, Tuakau; Parker, Lamb, and Co., sawmillers, Customs Street West; E. Pascoe, stone-crusher, Ponsonby Road; Premier Joinery Company, Railway Wharf; Primrose Bros., Cambridge; Riverhead Paper-mill Company, Queen Street; Rope and Twine Company (Limited), Stanley Street; Sanford and Sons, trawlers, Customs Street West; Savory, sawmill, Ngatiri; Seccombe and Co., Khyber Pass; Taupiri Coal Company, locomotive proprietors, Shortland Street; James Trounson, sawmill, Kaihu; Union Oil, Soap, Company, Albert Street; Waihi Gold-mining Company, locomotive proprietors, Shortland Street; Waihi-Silverton Locomotive Proprietors, Auckland; Waitekauri Gold-mining Company, locomotive proprietors, Shortland Street; Waitemata Sawmill Company, Railway Wharf; Warnock Bros., soap and candle works, Durham Street West; Arthur West, sawmill, Mangakura; Whittome and Co., Manukau Road; J. Wilson and Co., lime-merchants, Customs Street West.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto

and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 28th day of February, 1903, and shall continue in force until the 28th day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 5th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. Except where otherwise expressly prescribed, the week's work shall not exceed forty-eight hours, exclusive of the time necessarily occupied by any worker coming under the provisions of this award in getting up steam for the machinery in the factory or works in which he shall be employed.

Each employer shall, subject to the provisions of "The Factories Act, 1901," be entitled to arrange such hours of work according to the exigencies of his particular business, and such hours may be worked in shifts, either by day or night.

Overtime.

2. Any time worked in any one week in extension of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter.

Holidays.

3 Work done on New Year's Day, Easter Monday, and the King's Birthday shall be paid for at the rate of time and a half. Work done on Christmas Day, Good Friday, and Sundays shall be paid for at double time.

This clause shall not apply to any workers within the provisions of this award in respect of work required to be done in connection with the preparation and publication of any morning, afternoon, or evening newspaper.

Minimum Rate of Wages.

4. The following shall be the minimum rate of wages to be paid to engine-drivers of stationary engines who are in charge of any boiler within the meaning of "The Inspection of Machinery Act, 1902," for each day's work, inclusive of the time necessarily occupied in getting up steam for the machinery of the factory or works:—

(a.) Where the work which the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate of competency, Class A (2), as set forth in clauses 23 and 24 of the regulations now in force relating to the examination of applicants for certificates of competency as stationary, locomotive, traction, and winding engine drivers, 10s. per day.

(b.) Where the work which he is engaged to do requires that he shall be the holder of a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate of service but not of competency, 9s. per day.

(c.) Where the work which he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary-engine driver, and he is the holder of a second-class certificate of competency, Class A (3), as set forth in clauses 25 and 26 of the said regulations, 9s. per day.

(d.) Where the work which he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary engine driver, and he is the holder of a second-class certificate of service but not of competency, 8s. per day.

Locomotive and Traction Engine Drivers.

5. The following shall be the conditions and minimum rates of wages for such drivers, whether they hold certificates of service or of competency, and whether such certificates be of the first or second class:—

The hours shall be such as shall be mutually agreed upon between the employer and the driver, and the provisions as to overtime set forth in clause 2 hereof shall not apply.

The provisions as to payment for holiday work set forth in clause 3 hereof shall apply to such drivers.

The minimum rates of wages to be paid to such drivers shall be the sum of 1s. per hour for all time worked by them, and payment shall be made to such drivers for all time worked by them in getting up steam or in preparing their engines for work or in cleaning their engines after work.

No Discrimination against Unionists.

6. Employers shall not in the engagement or dismissal of their hands discriminate against members of the union, or in the conduct of their business do anything for the purpose of injuring the union, either directly or indirectly.

7. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Workmen unable to earn the Minimum Wage.

8. Any certificated driver who considers himself unable to earn the minimum wage hereby prescribed for his class may be paid such less rate of wages as may be from time to time fixed in writing in the manner following:—

If the workman resides within twenty miles from the Chief Post-office in the City of Auckland, then such rate shall be fixed by the Chairman of the Conciliation Board for this industrial district, and twenty-four hours' notice of the application to such Chairman shall be given by the workman to the secretary of the union. Both the secretary of the union and the proposed employer of such workman shall, if they shall desire it, be heard upon such application by such Chairman.

If the workman shall reside more than twenty miles from the said Chief Post-office, then such rate shall be fixed by the Stipendiary Magistrate for the district in which such workman shall reside.

If there shall be residing within a reasonable distance from the residence of such workman a known accredited agent of the union, then such workman shall give to such agent twenty-four hours' notice of such application, and such agent and the proposed employer of such workman shall each be entitled to be heard upon such application.

Any workman whose wages shall have been fixed under this clause shall be entitled to work for any employer at the rate so fixed for six months thereafter, and, after the expiration of such six months, until fourteen days' notice in writing shall have been given to him by the secretary or accredited agent of the union requiring his wages to be again fixed as aforesaid.

Exemptions from Award.

9. This award shall not apply to the Colonial Sugar Company, nor to the Taupiri Coal Company, nor to the Riverhead Paper Company, nor to engine-drivers engaged in any sawmill or wood-working factory, awards having been already made in relation to such men.

10. Nothing in this award contained shall apply to engine-drivers employed in dairy factories, freezing-works, or gasworks.

11. Nothing in this award contained shall apply to engine-drivers working on any steamboat or steamship, or to the men employed on the boats of the Devonport Steam Ferry Company, the McGregor Steamship Company, the Coastal Steamship Company, or the Northern Union Steamship Company, or on the boats owned by the Trawling Company, Messrs. Bradley and Binns, or the Ngunguru Coal Company.

12. This award shall not apply to the Portland Cement Company so long as they maintain the existing conditions of employment of their engine-drivers, and such conditions shall not be altered without the consent of the Court.

13. The present conditions of employment of the men engaged on the steam roller used by the City Corporation of Auckland shall remain as they are.

14. This award shall not apply to the engine-drivers employed in connection with the power-house in the electric-tramway service of the City of Auckland.

15. Where the wages of any engine-driver have already been fixed by the Court or by any industrial agreement, this award shall not apply to such men.

Award to apply only to Certificated Drivers.

16. This award shall apply only to men who are within the meaning of "The Inspection of Machinery Act, 1902," in charge of any boiler, and whose employment necessitates the holding by them of a certificate as an engine-driver under the regulations hereinbefore referred to.

Term of Award.

17. This award shall take effect from the 28th day of February, 1903, and shall continue in force until the 28th day of February, 1905.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the said Court hath hereto set his hand (the time for making this award having been duly extended by the Court until the 9th day of February, 1903), this 5th day of February, 1903.

THEO. COOPER, J., President.

THE REGULATIONS 23, 24, 25, AND 26, REFERRED TO IN THE ANNEXED AWARD.

Class A (2)—First-class Engine-driver (Competency).

23. This certificate entitles the holder to drive and have charge of any steam stationary engine and boiler.

24. An applicant for examination as a first-class engine-driver for taking charge of stationary engines must—

(1.) Be at least twenty years of age.

(2.) Produce testimonials referred to in paragraphs 17 and 18.

- (3.) Have been in possession of a second-class engine-driver's certificate and have efficiently driven a second-class engine exceeding 144 circular inches, or a boiler over 15-horse power, for a period not less than twelve months; or
- (4.) Produce satisfactory proof of having served four years' apprenticeship in a workshop or workshops where engines are made or repaired, or where work of a similar character is performed; or
- (5.) Of having been employed for three years as a journeyman mechanic in a workshop where engines are made or repaired, or where work of a similar character is performed.
- (6.) Be able to work out questions in arithmetic, such as addition, subtraction, multiplication, division, and proportion, the working-out of a lever safety-valve (area of valve being given), and simple question relating to quantities of coal contained in bunkers, oil-tank capacity, and consumption of stores.
- (7.) Understand the principles of steam-engines much more fully than in the examination for second-class certificates, how steam performs its work, and answer questions generally dealing with the details of engines.
- (8.) Explain how the defects in engines, either from natural decay or corrosion, should be overcome.
- (9.) Explain the different classes of boilers met with on land, how they are put together and stayed, and explain how defects that might arise in the working of boilers should be overcome, in a much fuller manner than in the examination for the second-class certificates.
- (10.) Be able to make a simple, intelligible hand-sketch of any of the working-parts of steam engines and boilers.

Class A (3)—Second-class Engine-driver (Competency).

25. This certificate entitles the holder to drive and have charge of any steam stationary engine the area of cylinder or combined area of cylinders of which does not exceed 200 circular inches, and of its boilers, and of any steam-boiler to which no machinery is attached.

26. An applicant for examination for a second-class engine-driver's certificate for taking charge of stationary engines must—

- (1.) Be at least nineteen years of age.
- (2.) Produce testimonials referred to in paragraphs 17 and 18.
- (3.) Be able to read and write the English language.
- (4.) Produce satisfactory proof of having assisted to drive an engine, or assisted in attending to a steam-boiler, in either case for at least six months, or having worked in a workshop or workshops where engines are made or repaired as an apprentice or journeyman mechanic at similar work for at least two years.

- (5.) Pass an oral examination, and be conversant with engines and boilers, the different parts and uses of the same, including the feeding of a boiler and the running of an engine, the keeping of a boiler clean, and explain how he would overcome simple defects that might arise in the management of boilers and engines.

REASONS FOR THE AWARD.

This matter has proved a difficult one to deal with. The range of the dispute affects engine-drivers in a great variety of works and factories. In many of the industries we have already made awards, and the men engaged in these factories must, of course, be exempted from the operation of the award. In other cases, such as the dairy factories, the McGregor Steamship Company, and the Coastal Steamship Company, the union representatives themselves consented to the exemptions.

We consider that the other steamboat-owners should also be exempted. We have had no evidence before us of the hours and conditions of labour of the men employed on the steamers of the Northern Union Company in the Kaipara Harbour, and the only witness called in reference to the men employed on the ferry boats was adverse to the union demands. Certain other applications for exemption we have dealt with in the award.

We have graded the engine-drivers according to certificates of competency or service. We consider that a driver holding a first-class certificate of competency is worth a higher rate than one holding a first-class certificate of service where the work which each driver is required to do requires a first-class certificate; and so also with second-class certificates. The award is clear in its terms, and requires no detailed explanation. In order that employers and their men may be fully aware of the qualifications required for the various classes of drivers coming under the award we have annexed a copy of the clauses affecting these drivers contained in the regulations under the Inspection of Machinery Act now in force.

As regards locomotive and traction engine drivers we have prescribed special conditions. The limit of hours for either a day's or a week's work is inapplicable to them; and we have fixed a minimum wage for each hour worked by them, including the work done by them in getting up steam, or in preparing their engines for work.

The clause relating to Sunday and holiday work will not apply to men engaged in a newspaper office in work requiring them to attend on those days for the preparation of the newspaper.

We do not consider that the union is entitled to preference. The award affects employers throughout the industrial district, and we have therefore inserted the usual no-discrimination clauses.

The award only applies to certificated men in charge of those boilers which require by law certificated drivers.

(539.) AUCKLAND GROCERS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Grocers' Assistants' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Auckland Grocers' Union of Employers; D. Anderson, St. Mary's Road, Ponsonby; Auckland Farmers' Co-operative, Durham Street; William James Avery, Mount Roskill Road; Bailey and Co., Ponsonby Road; Billington and Drummond, Patteson Street; Thomas Bishop, Ponsonby Road; G. F. Borgolte, Park Road; E. A. Bruce, Karangahape Road; J. W. Bridgman, Mount Roskill Road; Mrs. Bartlett, Ellerslie; H. D. Burridge, Ponsonby Road; J. R. Butler, Glenmore; R. Carson, Victoria Street West; — Campbell, Great North Road; Ah Chee and Co., Lower Queen Street; David Clunie, Newton Road; Clayton Bros., New North Road; F. Coles, Grafton Road and Wynyard Street; Mrs. F. Cotterill, Karangahape Road; James Coupland, Mount Roskill Road; A. Cucksey, Mount Eden; E. Davies, Ponsonby Road and Vermont Street; Mrs. Davis, Upper Queen Street and East Street; Thomas Dawes, Ponsonby Road; J. W. Doonin, Karangahape Road; R. and R. Duder, Devonport; W. W. Dumper, Ponsonby Road; A. J. Ellyett, Hobson Street; J. Farrell, baker and grocer, Onehunga; J. Ferriday, Ponsonby Road; W. Forbes, Albert Street; Thomas Fordyce, Manukau Road, Parnell; G. Foster, Manukau Road, Parnell; Robert French, Karangahape Road; R. W. Gallagher, Victoria Street West; Thomas A. Gentles, Great North Road; H. P. Gibbons and Co., Hobson Street; Mrs. Gillibrand, New North Road; D. A. Gray, Onehunga; E. Hales, Victoria Street; John Hall, Otahuhu; Roy Hall, Mangere; W. H. Hamblin, Newmarket; G. D. Hardy, Mount Roskill; John Harris, Queen Street, Onehunga; J. A. Hatswell, Princes Street; Mrs. Hayes, Karangahape Road; Charles Hayles, Howe Street; — Henricksen, Otahuhu; Mrs. Hicks, Parnell Rise; J. Henderson, North Shore; J. Hibbs, Mount Albert; William Hocker, Symond Street; J. H. Hopkins, Great North Road; Miss L. A. Hough, Ponsonby Road; G. R. Hutchinson, Khyber Pass; Peter Hutchinson, Ponsonby Road; R. Hutchinson, New North Road; W. G. Hutchinson, Karangahape Road; J. S. Irvine, Otahuhu; J. S. Irwin, Napier Street; A. S. Jackson, Mount Eden Road; J. B. Jackson, Jervois Road; John Jamieson, One-Tree Hill; Joseph Johnston, Otahuhu; Johnston and Noble, Devonport; E. Jones, Epsom; C. B. King, Rose Road; — Legg, baker and grocer, Ponsonby Road; George Le Pettitt, Takapuna; R. Liddle, Mount Roskill Road; Mrs. S. J. Linton, Victoria Avenue, Eden Terrace; J. R. Lyle, Wellington Street; J. Mc-

Guire, Ponsonby Road; John McKinny, Victoria Avenue, Eden Terrace; Mrs. E. Marriott, Manukau Road, Parnell; May Bros., Jervois Road; F. Mayer, Great North Road; J. Miller, Karangahape Road; C. E. Milligan, Manukau Road, Newmarket; James Mills, Gladstone Road, Parnell; John Moody, Queen Street, Onehunga; William Morton, Queen Street, Onehunga; D. A. Nairn, Devonport and Parnell; J. W. Nairn, Manukau Road, Parnell; G. Nixon, Norfolk Street, Ponsonby; Andrew N. Olesen, Mount Albert; Peter B. Olesen, Epsom; — Otter, Newmarket; A. W. Page, Kingsland and Avondale; F. S. Parkinson, Queen Street; W. and J. Peet, Karangahape Road; Mrs. A. Perkins, East Street; T. J. Phillips, baker and grocer, Ponsonby Road; A. Powell, Great North Road; Francis Powell, Queen Street; James Preston, Jervois Road; James B. Preston, Alexandra Street; John Preston, Cook and Nelson Streets; A. Probert, Remuera Road; E. Qualtrough, Symond Street; — Reid, Alexandra Street; R. T. Reid, Vincent Street; Riddell Bros., Birkenhead; R. S. Reynolds, Queen Street; S. Roberts, Northcote; H. S. Robertson, Takapuna; Josiah Robins, Onehunga; Mrs. Roscoe, Manukau and Fairfax Roads, Epsom; A. Scott, Mount Eden Road and Mount Roskill; — Scott, Birkenhead; H. N. Smeeton (Limited), Queen Street; S. W. Smeeton, Mount Roskill Road; A. Southernwood, Newton Road; T. H. Stevens, Patteson Street; A. Stevens, Mount Eden Road; W. Stevens, Khyber Pass; E. Swan, Devonport; George Thomas, baker and grocer, Avondale; E. J. Thomas, Ponsonby Road; C. H. Tredgold, Ellerslie; — Trevor, Ponsonby Road; Mrs. Tripp, Richmond Road; Norman Urquhart, College Hill; T. Wallace, Karangahape Road; Watt Bros., Queen Street, Onehunga; J. M. White, Great North Road; W. Whitfield, Upper Queen Street; F. Whitehead, Victoria Street; J. W. Whyte, Onehunga; W. Winn, Karangahape Road; William Wilson, Victoria Avenue, Eden Terrace; Woods and Merson, Cook and Vincent Streets; R. Wotherspoon, Victoria Street (City Hall); Mrs. Young, Shortland Street.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby

incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 9th day of February, 1903, and shall continue in force until the 9th day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 5th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The hours of labour for assistants shall be fifty-three hours a week.

Work shall commence at 8 a.m. on four days of the week and cease at 6 p.m. One hour on these days shall be allowed for dinner. On the day of the statutory half-holiday work shall begin at 8 a.m. and cease at 1 p.m. On Saturday work shall begin at 8 a.m. and cease not later than 10 p.m., and one hour shall be allowed for dinner, and one hour (from between 5 o'clock p.m. and 7 o'clock p.m.) shall be allowed for tea.

On the evening preceding any of the holidays hereinafter referred to Saturday hours may be worked.

When two holidays come together, then these hours shall be worked only on the evening preceding the first holiday.

Any employer may require any of his assistants who are not within the provision of the Shop Hours and Shop-assistants' Acts now in force to work for fifty hours in the year beyond the hours mentioned without payment of overtime. Such hours shall be worked on the evenings of days on which the ordinary day's work ceases at 6 p.m., and no more than three hours shall be worked on any one evening.

If any assistant is discharged before a year of service has been completed by him, then if the total number of extra hours so worked up to the time of his discharge shall exceed an average number of one hour for every week of his service, payment

shall be made to him at overtime rates for the excess of hours so worked. Each of such evenings shall be on days after the shop has closed at 6 p.m.

The employment shall be a weekly employment, and no deduction shall be made from the week's wages for holidays or for time not lost through the default of the worker.

Overtime.

2. Subject to the provisions hereinbefore set forth, time worked in any one week beyond the said weekly period of fifty-three hours shall be considered overtime, and shall be paid for at the rate of time and a quarter for two hours of such time, and time and a half for the remainder.

If an assistant is required to work on any of the holidays hereinafter set forth he shall be paid double time.

Sunday Work prohibited.

3. It shall be a breach of this award for any employer to require an assistant to work on Sunday. This shall not apply to those whose duty it is to attend to the employers' horses in respect to the time occupied on Sunday in necessary attendance upon such horses.

Hours for Carters.

4. Where carters are employed as carters only the hours of work shall be forty-seven hours and a half per week, exclusive of the time required for the necessary attendance upon horses and meal-hours.

If the person employed in carting also works as an assistant, then his work shall not exceed fifty-three hours a week. His hours shall be so arranged as to enable him, if required so to do, to give the necessary attendance to his horse or horses.

The hours for all persons employed in carting shall also be arranged so as to enable them to have the statutory half-holiday.

Minimum Wages.

5. The minimum rate of wages which shall be paid to assistants of and over the age of twenty-three years shall be £2 5s. per week. To those up to and under the age of twenty-three years the following minimum rate of wages shall be paid: Of the age of fifteen up to sixteen, 10s. per week; from sixteen to seventeen, 15s. per week; from seventeen to eighteen, £1 per week; from eighteen to nineteen, £1 5s. per week; from nineteen to twenty, £1 10s. per week; from twenty to twenty-one, £1 15s. per week; from twenty-one to twenty-two, £2 per week; from twenty-two to twenty-three, £2 2s. per week.

Carters.

6. Carters who are employed as carters only, and who are over the age of twenty-two years, shall be paid the minimum rate of £2 2s. per week if engaged in driving one horse, and £2 6s. per week if driving two horses.

Employers if employing carters under the age of twenty-two years to drive one horse shall pay such carters according to the scale above prescribed for assistants under the age of twenty-two years. No youth under the age of sixteen years shall be employed in driving.

An assistant may act as a driver or a driver as an assistant : Provided always that if an assistant is required as a part of his regular duty to drive a vehicle drawn by two horses, then he shall, whatever his age may be, be paid a minimum wage of £2 6s. per week.

Holidays.

7. The following shall be recognised holidays : New Year's Day, the day following such day, Good Friday, Easter Monday, King's Birthday, Labour Day, Prince of Wales' Birthday, Christmas Day, Boxing Day, and Anniversary Day.

Incompetent Workers.

8. Any worker over the age of eighteen years who considers himself not capable of earning the minimum wage for his age hereinbefore prescribed may be paid such less wage as may be agreed upon in writing between such worker, his employer or proposed employer, and the president or secretary of the union, and, in default of such agreement, as may be fixed in writing by the Chairman of the Conciliation Board for this district. Twenty-four hours' notice in writing of such application shall be given by the worker to the secretary of the union, and such secretary shall, as well as the employer or proposed employer, if he so desire, be heard by the said Chairman upon such application.

Any worker whose wages shall have been so fixed may work and be employed by any employer at such wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given him by the said secretary requiring him to have his wages again fixed in manner prescribed by this clause.

No Discrimination.

9. Employers shall not in the employment or dismissal of hands discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union, directly or indirectly.

10. When members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

Clerks.

11. Nothing in this award contained shall apply to clerks or cash-boys or other persons engaged in the office work of the employer, and not engaged in the work of the shop.

Application of the Award.

12. The term "assistants" where used in this award shall include shop-assistants, storemen, assistants part of whose employ-

ment is carting, and assistants part of whose work is canvassing for orders; and, in shops where there is a separate "provision" side to the shop, shall include assistants on that side, even though such assistants may be exclusively employed on that side.

Limitation of Award.

13. This award shall be limited to employers carrying on business within a radius of ten miles from the Chief Post-office in the City of Auckland.

Shop-hours Acts not affected.

14. Nothing in this Award contained shall be deemed to limit the effect or operation of the Shops and Shop-assistants Acts now in force.

Term of Award.

This award shall come into operation on the 9th day of February, 1903, and shall continue in force until the 9th day of February, 1905.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereto set his hand, this 5th day of February, 1903.

THEO. COOPER, J., President.

**(540.) AUCKLAND BUILDERS' AND CONTRACTORS' LABOURERS.—
AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Builders' and Contractors' Labourers' Union of Workers (hereinafter called "the workers' union"), and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Auckland Builders' and Contractors' Association; Gordon and May, contractors, Devonport; G. Knight, contractor; — Pascoe, contractor, Khyber Pass; W. Henry, contractor, Mary Street, Mount Eden; D. Fernand, contractor, Ponsonby; Dixon and McGee, care Mr. Dixon, Carpenters' Arms Hotel; City Council, Auckland; Colonial Sugar-refining Company, Chelsea; Sam White and Co., Customs Street; — Billington, Ponsonby Road; J. Irwin, contractor, West Street; D. Forsythe, builder and contractor, Mount Roskill Road; Grayson Bros., builders and contractors, Mary Street, Mount Eden; J. Julian, builder and contractor, Arney Road, Remuera; Fred Jones, builder and contractor, Porter's Avenue; T. Moor, builder and contractor, Eden Terrace; Malcolm and Ferguson, builders and contractors, Abbott's Road, Mount Eden; — McLean, contractor, Queen Street; Morris Bros., builders and contractors, Victoria Street; R. H. McCallum, contractor, Devonport; — Collier, contractor, Summer Street, Eden Terrace; A. Watson, con-

tractor, Cook Street; W. Philcox and Son, builders and contractors, Devonport; W. Clark, plasterer, Mary Street, Mount Eden; J. Thomson, plasterer, Kent Street, Grey Lynn; W. Kelly, plasterer, Bellwood, Mount Roskill; J. Hansen, builder, Mount Roskill; J. Rule, builder, Ponsonby Road; J. J. Craig, contractor, Queen Street; J. Moody, builder and contractor, Marine Parade; D. Fallon, contractor, Remuera; Harbour Board, Auckland; W. Hendry, contractor, Symonds Street; Patterson and Son, builders, Park Avenue; Burfott and Son, contractors, Arch Hill; — Bow, plasterer, Pitt Street.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 23rd day of February, 1903, and shall continue in force until the 23rd day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 14th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The actual working-time per week shall not exceed forty-seven hours.

2. The actual working-time per day shall not exceed eight hours and a half for the first five working-days of the week, and four hours and a half on Saturday.

3. Work shall commence not earlier than 7.30 o'clock a.m. and cease at 5 o'clock p.m., and one hour shall be allowed for dinner, except on Saturday, when work shall cease at 12 noon.

4. When it is necessary to prepare material or work before the ordinary hours of commencing work the employers may employ not more than two men to do such necessary work for not more than a half-hour before the ordinary time for commencing work, and in such case only the ordinary rate of pay shall be paid for such half-hour or lesser time worked.

Overtime.

5. Subject to the provisions of clause 4 hereof, overtime shall be paid for at the rate of time and a quarter for the first two hours and time and a half afterwards for all time worked in excess of the time mentioned in clause 2 hereof.

Sundays and Holidays.

6. Double time shall be paid for work done on Sundays, and the recognised public holidays—namely, Christmas Day, New Year's Day, Good Friday, Labour Day, and the King's Birthday.

Minimum Rates of Wages.

7. The following shall be the minimum rates of wages:—

(a.) Labourers employed as bricklayers' labourers, masons' labourers, plasterers' labourers, or on concrete-work, pick-and-shovel work, or shovel or spade work in connection with building operations shall be paid not less than 1s. per hour.

(b.) Labourers engaged in the construction of scaffolds are to be paid for the time while they are employed on such work not less than 1s. 1d. per hour.

(c.) Labourers employed on any unskilled work not coming within the above clauses in connection with building operations shall be paid not less than 10½d. per hour.

(d.) Labourers employed on any public drainage or sewage work within a radius of ten miles from the Chief Post-office, Auckland, constructed under contract hereafter to be let by any public or local authority shall be paid a minimum wage of 1s. per hour.

Suburban Work.

8. Men employed shall be at the place where the work is to be performed at the hour appointed for commencement of work; but if such place is distant more than two miles from the fire-bell station, Grey Street, Auckland, each labourer employed thereon shall be paid the ordinary rate of wages for the time occupied in proceeding thereto, at the rate of four miles for every hour, with a proportionate allowance for more or less than an hour, however and

by what means he may proceed thereto, but there shall be deducted from such allowance the time occupied in proceeding for the first two miles from the residence of such labourer.

Boys.

9. Where boys are deemed necessary they shall be only employed in labouring-work in the proportion of one boy to every four fully paid labourers. A "boy" shall be deemed to be a youth under the age of nineteen years.

Nothing herein contained shall be deemed to affect the employment of any youth duly apprenticed under the provisions of any award of this Court in respect of any work to be done in assisting any journeyman in the trade to which he has been so apprenticed.

Tools.

10. All tools (excepting hod and short-handled shovel) shall be supplied by the employers.

Incompetent Workmen.

11. Any workman who considers himself incompetent to earn the minimum wages hereby prescribed may be paid such less wage as may from time to time be agreed upon in writing between the workman, his employer or proposed employer, and the secretary or president of the union; or, in default of such agreement, as may from time to time be fixed in writing by the Chairman of the Conciliation Board for this industrial district upon twenty-four hours' notice in writing being first given by such workman to the secretary of the union, and such secretary, as well as the employer or proposed employer, if he shall so desire, shall be entitled to be heard by such Chairman upon such application.

Preference.

12. So long as the rules of the union shall permit any person of good character and sober habits, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members, providing that there are members of the union equally competent with non-members to perform the work required to be done, and ready and willing to undertake it. This clause shall apply only to men coming within the paragraphs (a), (b), and (c) of clause 7 hereof. This clause shall not compel employers to refuse to continue to employ persons now in their employment.

13. The union shall keep in some convenient place within one mile from the Chief Post-office in the City of Auckland a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment, with a description of the branch of

the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom each such member has been employed during the preceding two years. Immediately on such member obtaining employment a note thereof shall be entered in the book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be in any particular wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used their best endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on Saturday between the hours of 8 a.m. and 12 noon. If the union shall fail to keep the employment-book in manner provided by this clause, any employer may in such case and so long as such failure shall continue engage any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions.

14. Notice by advertisement in the *New Zealand Herald* and *Evening Star* newspapers, published in Auckland, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

15. Employers shall not discriminate against unionists in the engagement or dismissal of their men, nor in the conduct of their business do anything for the purpose of injuring the union either directly or indirectly.

16. When members of the union and non-members are employed together they shall work in harmony and under the same conditions, and shall receive equal pay for equal work.

Contracts exempted.

17. The provisions of this award shall not apply to contracts entered into before the hearing of this dispute and uncompleted; but any employer desiring to take advantage of this provision shall, within fourteen days from the time from which this award shall take effect, give to the secretary of the workers' union notice in writing of the contracts in respect of which he claims exemption, stating the date of each contract, the name of the person or body with whom the same has been entered into, and the nature of the work and where the same is to be performed, and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

(NOTE.—This exemption was agreed to by the representatives of the union at the hearing of this dispute.)

Limitation of Award.

18. This award and the conditions thereof shall apply only to employers carrying on business in that portion of the Industrial District of Auckland within a radius of ten miles from the Chief Post-office in the City of Auckland.

Term of Award.

19. This award shall take effect from the 23rd day of February, 1903, and shall continue in force until the 23rd day of February, 1905.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 14th day of February, 1903.

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

In this matter there is nothing calling for special mention.

Clauses 1, 2, 3, 4, 6, 9, and 11 are in the form agreed to by the parties.

With reference to overtime, the union asked time and a half for all overtime; the employers were willing to pay time and a half after the first two hours, and time and a quarter for the first two hours. We think this is reasonable, and have therefore prescribed these rates.

Clause 16 has been recognised as a fair condition in Dunedin, Christchurch, and Wellington, and we have been unable to find any reason why any different condition as to tools should apply here. Some employers supply picks to the men here, and some appear to require the men to bring their own picks. All through the colony we have found that the custom generally is for employers to supply picks and all tools except the hod and short-handled shovel. We therefore make the same provision in the present award.

Clause 17, exempting contracts, was agreed to at the hearing by the union representatives.

We grant preference to the class of labourers coming under the general definition of builders' labourers, that being the class of men principally constituting the union.

(541.) AUCKLAND SAIL, TENT, AND COVER MAKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Sail, Tent, and Cover Makers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): G. Niccol, Custom Street; Ross and Ansenne, Queen Street; A. B. Donald, Queen Street; T. Boyd, care of H. F. Anderson, Queen Street; E. LeRoy and Sons, Queen Street; the Devonport Ferry Company; J. J. Craig, Queen Street.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 23rd day of February, 1903, and shall continue in force until the 23rd day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 14th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. Forty-seven hours' work shall constitute a week's work.

Minimum Rate of Wages.

2. All journeymen sail-makers working at sail-making, cover-making, or hand-sewn-tent making, or at any other recognised branch of the sail-makers' trade, shall be paid not less than 1s. 1½d. an hour for each hour of work during the customary hours of work.

3. All time worked beyond the customary hours shall be considered overtime, and shall be paid for at the rate of time and a

quarter from 5 p.m. up to 10 p.m., and time and a half from 10 p.m. to midnight, and double time from midnight to starting-time next morning.

4. In respect to work performed elsewhere than at the factory of the employer and over two miles from the Chief Post-office in the City of Auckland, the men sent out to such work shall be paid travelling-time, and also fares by the cheapest mode of conveyance.

Holidays.

5. The following shall be the recognised holidays: New Year's Day, Good Friday, Easter Monday, Prince of Wales' Birthday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

Work done on Sundays, Good Friday, and Christmas Day shall be paid for at the rate of double time, and on the other holidays at the rate of time and a half.

Apprentices.

6. All lads or youths working in any branch of the trade shall be apprenticed by deed of apprenticeship for the term of four years, but every lad or youth employed shall be allowed two months' probation prior to commencing to serve.

Time served by any lad or youth prior to the date of this award shall count in the term of four years.

The proportion of apprentices employed shall not exceed one to every three journeymen or fraction of three journeymen. For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice the calculation shall be based on a two-thirds full-time employment of the journeymen employed during the previous twelve months.

Arrangements between employers and apprentices existing at the time of the hearing of this dispute shall not be prejudiced, but the youth serving under any such arrangement shall, within three months from the date of this award, be indentured for the balance unexpired of the term of four years.

If any employer shall from any unforeseen cause be unable to fulfil his obligation to any apprentice, it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

Wages for Apprentices.

7. The wages to be paid to apprentices shall be as follows: For the first year, 8s. per week; for the second year, 12s. per week; for the third year, 15s. per week; and for the fourth year, £1 per week.

Incompetent Workmen.

8. Any workman who considers himself incompetent to earn the minimum wages hereby prescribed may be paid such less wages as shall from time to time be agreed upon in writing between the

workman, his employer or proposed employer, and the secretary or president of the union, or, in default of such agreement, as may from time to time be fixed in writing by the Chairman of the Conciliation Board for this Industrial District upon twenty-four hours' notice in writing being first given by such workman to the secretary of the union, and such secretary, as well as the employer or proposed employer, if he shall so desire, shall be entitled to be heard by such Chairman upon such application.

Preference.

9. So long as the rules of the union shall permit any person of good character and sober habits, and who is a competent tradesman, to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members, providing that there are members of the union equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it. This clause shall not compel any employer to refuse to continue the employment of any person now employed by him.

10. The union shall keep in some convenient place within one mile from the Chief Post-office, Auckland, a book, to be called the "employers' book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names and addresses and occupations of every employer by whom each such member has been employed during the preceding two years. Immediately on such member obtaining employment a note thereof shall be entered in the book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be in any particular wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on Saturday between the hours of 8 a.m. and 12 noon.

If the union shall fail to keep the employment-book in the manner provided by this clause, any employer may in such case, and so long as such failure shall continue, engage any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions.

11. Notice by advertisement in the *New Zealand Herald* and *Evening Star* newspapers, published in Auckland, shall be given by the union of the place where such employment-book shall be kept and of any change in such place.

12. Employers shall not discriminate against unionists in the engagement or dismissal of their men, nor in the conduct of their business do anything for the purpose of injuring the union, directly or indirectly.

13. When members of the union and non-members are employed together they shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Application of Award.

14. This award shall not apply to workers engaged in horse-cover making, machine-work, or light machine-made tent-work.

15. Nothing in this award shall apply to the Devonport Steam Ferry Company.

Term of Award.

16. This award shall take effect from the 23rd day of February, 1903, and shall continue in force until the 23rd day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 14th day of February, 1903.

THEO. COOPER, J. President.

REASONS FOR THE AWARD.

We fix the minimum rate of wages in this trade at 1s. 1½d. per hour. We see no reason why in this trade preference should not be granted, and we grant it accordingly.

An application was made by the Devonport Steam Ferry Company for exemption from the award. This company employs one man in connection with the repairing of covers and sails. He receives £2 10s. a week, and it is stated by the company's representative, and not disputed by the union's representatives, that he is employed in this work at odd intervals for not more than a third of his time, and that during the rest of his time he is engaged in painting, cleaning, or other odd-job work. It would be ridiculous to apply the award to such a case as this, and we therefore exempt the company from its operation.

Clauses 1, 3, 4, 5, and 8 were agreed to by the parties at the hearing.

(542.) AUCKLAND TYPOGRAPHERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Typographical Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): The Auckland Master

Printers' Union of Employers (F. H. Templar, secretary, Auckland); Wilsons and Horton, Queen Street; Brett Printing and Publishing Company, Shortland Street; A. Cleave and Co., Vulcan Lane; Wright and Jaques, Albert Street; J. B. Berry, Swanson Street; Abel Dykes (Limited), Shortland Street; Worthington and Co., Albert Street; Gilbert Bros., High Street; J. H. Field, Albert Street; A. Spencer, Swanson Street; W. Wilkinson, Queen Street; Scott Printing Company, High Street; Trendall Bros., Upper Pitt Street; Rowe and Morrish, Swanson Street; McCullough Printing Company, High Street; J. E. Jenkins and Co., Albert Street; Geddis and Blomfield, Wyndham Street; J. Regan, Union Street; T. R. Martin, Queen Street; W. E. Winship, Pitt Street; P. F. Colledge, Queen Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of March, 1903, and shall continue in force until the 1st day of March, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 19th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

FIRST SCHEDULE.

1. Both piecework and timework shall be recognised, whether for linotype, monoline, or other composing-machines, or for case-work. (Agreed to by both parties.)

2. The proportion of apprentices shall be regulated as follows : One for the office, one for the first two journeymen permanently employed, one for the next three journeymen permanently employed, and one additional for every five journeymen permanently employed. ("Permanent employment" to mean at least six months' continuous employment.)

One member of a firm constantly engaged at composing to count as one journeyman.

Except as aforesaid, the term "journeyman" shall not include members of the firm, nor any other persons than journeymen compositors actually working at the trade.

In the *New Zealand Herald* office and the *Auckland Star* office the newspaper office shall, for the purposes of this clause, be deemed to be a separate and independent establishment from the jobbing-office.

3. Apprentices shall be legally indentured for a term of six years. Any employer shall before binding an apprentice be entitled to take him for three months on probation, and if at the end of such probation he shall become a bound apprentice such period of three months shall be reckoned as part of the term of apprenticeship. No improvers to be allowed. (Agreed to by the parties.)

4. If an employer shall from any unforeseen cause be unable to fulfil his obligations to an apprentice it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions. (Agreed to by the parties.)

5. Apprentices shall be paid the following rates of wages : During the first year of their apprenticeship, 7s. 6d. per week ; during the second year, 10s. 6d. per week ; during the third year, 15s. per week ; during the fourth year, £1 per week ; during the fifth year, £1 5s. per week ; and during the sixth year, £1 10s. per week. The above rates not to apply to apprentices legally indentured prior to the 31st December, 1902.

6. No boy other than an apprentice (or a boy on three months' trial) shall do any of the following work : Composing (whether machine or case), distributing, correcting, or making up. (Agreed to by parties as altered.)

7. Any journeyman or apprentice required to work in jobbing-offices on Sunday, Christmas Day, or Good Friday shall be paid double rates. If required to work on Boxing Day, New Year's Day, Easter Monday, or the King's Birthday, he shall be paid rate and a half.

8. Journeymen or apprentices required to work in connection with the printing of an evening newspaper on Sunday, Christmas Day, or Good Friday shall be paid double rates.

Journeymen required to work in connection with the printing of a morning newspaper on Christmas Day or Good Friday shall be paid double rates. In the case of a morning paper, the night preceding either of the said days or the night of such day shall be reckoned as the holiday, at the discretion of the employer.

For Machine Operators.

9. Operators shall be qualified compositors who have duly served their indentures, and apprentices as provided in paragraph 11.

10. A linotype operator shall be deemed to be efficient when he shall have attained a speed of 7,000 ens per hour. He shall within three months from the time he is first employed on a machine attain the speed of 4,000 ens per hour, and within six months the speed of 5,000 ens per hour, and within eight months the speed of 6,500 ens per hour, and within fifteen months the speed of 7,000 ens per hour. Until he shall have attained the speed of 7,000 ens per hour he shall come within the provisions of clause 12. (Agreed to by the parties.) The matter to be solid, and the average to be based on brevier matrices. The test of the operator's efficiency to be his ability to set any of the above numbers at the period stated as tests for a full day on fair copy, and to approximately maintain these averages. Speed shall not be held to constitute the sole basis of efficiency.

11. No apprentice shall be allowed to operate on the machines for more than eighteen months of his apprenticeship. One apprentice to be allowed to every complete four machines, unless there be less than four machines used in the establishment, in which case one apprentice may be employed for the first four or fraction of four machines so used. Apprentices while employed on the machines shall receive not less than two-thirds of the wages to be paid to a journeyman probationer after the said apprentice has been twelve months on the machine. No apprentice shall be employed on a machine until he has had three years' instruction in the work of a compositor.

12. Journeymen employed on machines as learners or probationers shall receive the current rate of wages paid to journeymen at case until they become efficient operators, and shall not work more than forty-eight hours per week. When they become efficient operators they shall be paid the rate of wages and work the hours prescribed for efficient operators. (Agreed to by the parties.)

13. The cast-up shall be by en quads.

Scale of Charges.

14. *Timework.*—The day's work for efficient operators to consist of not more than seven hours, at £3 6s. per week for day operators, and £3 12s. per week for night operators; overtime (except as pro-

vided in rule 7), one-third extra. By time : 1s. 7d. per hour for day operators ; 1s. 9d. per hour for night operators.

15. *Piecework*.—The rates of pay per 1,000 ens shall be :—With all fat (as provided for in this award) : Type up to and including brier, 3d. ; bourgeois, 3½d. ; long primer, 3½d. Without fat : 3½d. all type. Operators to be allowed to use thick space-bands for all minion and larger type.

16. All stoppages for repairs, changes of machine from one size to another, altering gauge, waiting for copy, &c., to be charged at the prescribed time rates, provided that no time under five minutes in any one day or night shall be charged for, and if the time be over five minutes and under a quarter of an hour that the full quarter of an hour shall be allowed ; all minutes to be accumulative.

17. Twelve lines to constitute a machine "take" of copy ; less than that number to be charged as twelve lines. (Agreed to by the parties.)

18. All headings (whether cast on bar or otherwise), leads, whites, and rules to be put in by time-hands and charged by the operators. When leads are cast on bar operators to charge additional depth.

19. Matter of and above four lines composed in other than ordinary English—*e.g.*, dialects—to be charged one-half extra, and foreign language double for each line.

20. Matter consisting of names run on and figures—*e.g.*, prize-lists, balance-sheets, programmes, wool sales, pawnbrokers' advertisements, &c.—or containing fractions, signs, and accents, and all similarly disadvantageous matter, shall, where exceeding three lines, be charged one-half extra. (Agreed to as altered by the parties.)

20A. One line extra to be charged for each word of small capitals, italic, clarendon, &c.

21. When two-line matrices are dropped in they shall be charged one line extra for every two. (Agreed to by the parties.)

22. The usual piece regulations as to bad copy or MS. to apply to operators. Copy not properly subedited to rank as bad MS. All matter set from copy that will not go on the copy-tray to be charged one-third extra. (Agreed to by the parties.)

23. All first-proof and revise corrections (marks left undone in the first proof) to be done by the operator, except machine-errors and "house" marks, which shall be charged double. (Agreed to by the parties.)

24. Matter which requires casting off for the purpose of ranging to be paid for in proportion to the time occupied. Tabular matter to be charged at the time rate. (Agreed to by the parties.)

25. No operator shall be expected to do engineers' work, but shall assist in changing magazines when required and keep his metal-pot supplied. The metal-pot shall be under the control of the mechanist in charge of the machines, and he shall be responsible for the temperature in the pots.

26. In all offices where composing-machines of any description are introduced or are in use, disadvantageous portions of articles not to be selected for either case or machine, and copy generally, whether advertisements or news matter, to go out in fair proportions. (Agreed to by the parties.)

27. Operators on piecework to be guaranteed not less than five hours' work per day, and thirty hours per week.

27A. In the event of a magazine being changed and proofs having to be corrected at another machine, two lines to be charged for every line by the corrector and one docked by the house against the original composer. (Agreed to by the parties.)

28. Matter having to be transposed by the operator—i.e., that which is not set in the order in which it appears in copy—shall for this transposition alone be charged one-third extra, or the "house" shall have the option of having the matter set on "time." (Agreed to by the parties.)

29. Alterations from copy as enumerated below shall be circled by the reader and corrected by the "house": A change in the spelling of proper names, words from foreign languages, &c.; a change from copy not provided for by any style of the office, nor by instructions given to the operator when the copy is given out; a change in the division or spelling of words not in accordance with the dictionary given by the "house" as a guide, and not provided for above. (Agreed to by the parties.)

30. The "house" shall provide each operator with a style-card. (Agreed to by the parties.)

31. Matrices coming down wrong channel, repeated transposition of matrices, repeated missing of matrices, matrices repeating of their own accord, space-bands transposing, and sunken letters shall constitute machine-errors. (Agreed to by the parties.)

32. One farthing extra per 1,000 for every pica shall be charged on all measures below 12 ems pica. (Agreed to by the parties.)

32A. All advertisements shall be set by the piece-hands time-hands, or apprentices, the latter not to be employed at night, and not to a greater extent than two days a week on advertisements for one apprentice, or one day each week for two apprentices. (Agreed to by the parties.)

33. Compositors called on time for any description of "house" work other than composing to charge not less than one hour; beyond that the fractional parts of an hour to be charged as follows: Eight minutes, quarter of an hour; twenty-five minutes, half an hour; thirty-five minutes, three-quarters of an hour; fifty minutes, one hour. (Agreed to by the parties.)

34. Operators on monoline or any composing-machines other than linotypes to receive the same rates of pay for timework as linotype operators, and to be subject to the same rules, excepting Rule 10. The rates for piecework on monoline or other composing-machines not linotypes to be based on an average which shall give wages corresponding to those derived from linotypes; such

rates to be mutually agreed upon between the employer and the union. (Agreed to by the parties.)

For Case-hands.

35. *Timework.*—The minimum wage for forty-eight hours' work shall be £3 per week for day-hands, and £3 6s. per week for night-hands.

36. Overtime shall be paid at the rate of time and a third to wages-hands, and at the rate of rate and a third to all piece-hands employed on day-work.

Overtime to apprentices shall be paid in accordance with the provisions of "The Factories Act, 1901."

No extra rate shall be paid to piecework case night-hands employed on a morning paper.

37. Bulk-hands to receive the same rates of pay as case-hands, and be subject to the same conditions.

38. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing between any employer and the president or secretary of the Auckland Typographical Industrial Union of Workers (hereinafter called "the union"); and, in default of such agreement within twenty-four hours after such journeyman has applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such journeyman, after twenty-four hours' notice in writing to the secretary of the union, who shall (if desired by him) be heard by such Chairman on such application. Any journeyman whose wage has been so fixed may work and may be employed by any employer for such less wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause. (Agreed to by the parties.)

39. *Piecework.*—The piecework rates of pay for hand composition shall be as follow: Day-work—1s. per 1,000 ens for nonpareil, minion, brevier, bourgeois, and long primer; 1s. 0½d. for pica and small pica; types below nonpareil, 1d. per 1,000 extra. Night-work—1d. per 1,000 extra on above rates. Maori and other foreign languages to be charged one-third extra.

40. Alterations from copy to be done by the "house," or charged for every line passing through the stick, and all marks in revise not appearing in the first proof to be corrected by the "house." (Agreed to by the parties.)

41. All kinds of composition in the English language shall be cast up at the standard rate per 1,000 en quads. Em and en quads, or whatever may be used at the beginning or the end of lines, to be reckoned in the width. Bastard founts to be cast up to the width

of the smaller body of the founts to which they belong. (Agreed to by the parties.)

42. The following are the extra charges to be made for column or tabular matter: Two columns—two justifications or arrangements to constitute half-measure—one-third extra. Three columns—three justifications or arrangements—to take the charge of one-half extra. Four columns—four or more justifications or arrangements—to be charged double. (The above charges are to be made whether the matter is with or without headings or rules.) For specimens of the above see Second Schedule. (Agreed to by the parties.)

43. The top, bottom, and cross rules of a table are only reckoned in the depth. Heads—Title headings to table or tabular matter, not exceeding five lines, take the charge of the matter to which they are attached; above five lines, no extra to be charged. The signature, date-line, and rule after a table, if making three lines, to be charged as common matter. Lines between table or tabular matter, not being headings to such matter, take no extra charge. (Agreed to by the parties.)

44. Matter set to less than 16 ems of its own body in width (not being table, tabular, or common matter, as defined elsewhere in these rules) to be charged one-fourth extra; less than 10 ems of its own body, one-third extra. (Agreed to by the parties.)

45. Matter consisting of subscribers' names, with sums of money run out, and names of horses with "stone" and "pound" run out to the end of the line, and all composition of the same description takes no extra charge; but in matter which requires casting off for the purpose of ascertaining proper widths, whether such matter consists of words or figures, each width or ranging to be considered a column, with or without rules or headings.

46. Run-on figure matter (such as timber and wool sales and similar matter) to be charged one-third extra. (See Second Schedule.)

47. All matter with a border round, whether formed of rules or letters, or otherwise, to be charged double. (Agreed to by the parties.)

48. All matter with introductory lines (not exceeding four) larger than the body to be charged according to the depth of the body. When extracts, or notices of motion, resolutions, &c., are inserted in the body of an article, the lines before and after (if not exceeding four lines each) to be charged in depth in the same type as the extract or the notice of motion, &c. (Agreed to by the parties.)

49. Where compositors are employed on piecework, and are kept waiting for copy, standing-time shall be charged for at the standard rate per hour—ten minutes to count as a quarter of an hour, twenty-five minutes as half an hour, thirty-five minutes as three-quarters of an hour, and fifty minutes as an hour; the standing-time to be totalled up at the end of the day's work. (Agreed to by the parties.)

50. No compositor shall be expected to search for galleys to drop on. (Agreed to by the parties.)

51. All lines set away from the frame to be charged double, except in advertisements ordered to make a certain space. (Agreed to by the parties.)

52. When two compositors are required to set from one copy they shall charge one-third extra. (Agreed to by the parties.)

53. Instructions as to type, leads, &c., to be written on the first slip of copy. (Agreed to by the parties.)

54. General heads of articles and the rules after, rules in the middle of articles, half-doubles, or other rules at the end of articles are to be charged by the compositor. (Agreed to by the parties.)

55. All leads, other than those used in making-up, to be charged by the compositor; but if the matter composed solid shall be afterwards leaded by the "house" the value of the leads shall be the property of the piece companionship. (Agreed to by the parties.)

56. Compositors, whether on daily or weekly newspapers, are not to be called off piecework to compose on time. (Agreed to by the parties.)

57. Compositors called on time for any description of "house" work other than composing to charge not less than one hour; beyond that the fractional parts of an hour to be charged as follows: Eight minutes, quarter of an hour; twenty-five minutes, half an hour; thirty-five minutes, three-quarters of an hour; fifty minutes, one hour. (Agreed to by the parties.)

58. Alterations from copy in the first proof to be charged at the rate of one line for every line affected by such alterations. Authors' proofs to be charged at the same rate, but not less than six lines to be charged for any author's proof. The "house" shall be entitled to correct all revises or authors' marks. (Agreed to by the parties.)

59. Rules 22, 28, 29, and 30 to apply to hand composition on piece. (Agreed to by the parties.)

60. No "take" to be charged less than six lines. (Agreed to by the parties.)

61. Matter (other than advertisements) once composed and paid for becomes the property of the employer, and may be used for weekly papers, summaries, or other publications in connection with the same establishment. (Agreed to by the parties.)

62. Standing advertisements are the property of the employer until they are given out for "dis." Alterations in standing advertisements must be charged in lines; where such alterations affect more than half the length of the advertisement if under 12 in., or three-fourths if above 12 in., the whole to be given out as ordinary copy. All extensions to standing advertisements, whether by "leading" or "whiting out," to be charged in lines by the compositor. (Agreed to by the parties.)

63. All advertisements shall be set by the piece-hands, time-hands, or apprentices; the latter not to be employed at night, and not to a greater extent than two days a week on advertisements for

one apprentice, or one day each week for two apprentices. (Agreed to by the parties.)

64. All advertisements set in type larger than the standard shall be charged by depth according to the standard type of the advertisement columns. (Agreed to by the parties.)

65. If and so long as the rules of the union permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join such union, without ballot or other election, then and in such case and thereafter employers shall, when engaging a workman, employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

66. No employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of journeymen or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

67. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

68. The union shall continue to keep the employment-book prescribed by clause 54 of the award of this Court made in this district on the 6th day of June, 1900, and the conditions of said clause 54 shall continue to apply, with this modification: that the notice prescribed in the last paragraph of that clause need only be given if any change is made in the place where the employment-book is now kept.

69. In the construction of this award words importing the masculine gender shall include females: provided always (1) that the seven members of the Auckland Female Type-setters' Union shall be exempted from this award, and shall continue under clause 55 of the said award dated the 6th day of June, 1900, and the provision for the determination of any dispute as to whether any work on which the said females or any of them shall be employed is solid type-setting contained in such clause shall remain in full force and effect; and (2) that the two female compositors at the Auckland *Star* office—Miss Jane Davies and Miss Louisa Thomson—shall continue under the same conditions as at pretent—namely, £2 10s. per week of forty-five hours.

69A. In case of a dispute over the interpretation of any of the foregoing clauses, or any differences of opinion on matter not therein dealt with, the point at issue shall, if both parties to such dispute shall desire, be referred to a committee consisting of two representa-

tives of the union (to be appointed within twenty-four hours of the service on the secretary or president of the union of a notice in writing by the employer calling for such appointment) and a like number of representatives on behalf of the other party or parties interested (to be appointed within twenty-four hours of the service on such party or parties of a notice in writing by the secretary or president of the union calling for such appointment), and of a chairman to be chosen by all the representatives so appointed. Such chairman shall have a casting-vote only. Any matter referred to such committee shall be decided by the majority of the votes of the members of the committee, or, in case of equality of votes, by the casting-vote of the chairman. If such committee shall fail to appoint a chairman and give a decision on any matter referred to it within ten days from the time of the service of the last of such notices on the secretary or president of the union, on the one hand, or the other party to be affected, on the other, then either party shall be at liberty to deal with such matter as if the clause had not been inserted therein.

Either party may, if dissatisfied with the decision of such committee, appeal to the Court by serving written notice of appeal on the other party within seven days after the dissatisfied party shall have received written notice of such decision. If no notice of such appeal shall be served within the said period of seven days, then the decision of the committee shall be final.

Limitation of Award.

70. This award shall apply only to employers carrying on business in the city and suburbs of Auckland.

Term of Award.

71. This award shall take effect from the 1st day of March, 1903, and shall continue in force until the 1st day of March, 1905.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand (the time for making this award having been duly extended until the 1st day of March, 1903), this 19th day of February, 1903.

THEO. COOPER, J., President.

SECOND SCHEDULE.

Run-on Matter—One-half Extra.

Run-on matter of the following description takes a charge of one-half extra:—

Ex Oriana, City of Adelaide, and Beltana.—Crystal Brook—48 geese at 8d., 32 at 9½d., 4 grease fat lambs at 6½d., 4 grease pieces at 5d., 12 bellies at 5½d. Mul—25 grease crossbreds at 8d. Mulloorina—10.

1 do., CN over YP 2 do.—all at 4½d; R in circle, 1 bellies, 3d.; AH over N, 1 do., 3d.; TG over A, 1 do., 3d., 1 lamb pieces, 3d.; CN over YP, 1 pieces, 1½d.; PI, 2 do., 2½d; J W. over BARRANDILKIE, 1 locks;

on Q Kt, 2 P on Q R 2, P on Q Kt 2, P on K Kt 2, P on K R 2, P on K B 2, P on Q B 3, P on Q 4. Black (Mr. Charlick)—K on Kt sq. R on K B 2, Kt on Q B 3, Pawns on Q R 2, Q Kt 2.

£115; sec. 57, 216a., do., £3, sec. 58, 183a., do., £2 15s.; sec. 59, 210a., do., £2 15s.; sec. 60, 185a., do., £2 16s.; sec. 61, 235a., do., £2 5s.; sec.

SECTIONS 89, 43, 91, 92, 98, 99, 100, 101, 102, 154, 156, 190, 200, 201, 209, 207, 208, 217, 218, 245, 247, 248, 263, 264, 334, 863, 164, 146, 161, 862, 165, 166, 167, 197, 198, 228, 222, 87, 382, 308, 309, 318, 84, 97, 84, 97, 84, 27.

In addition to the above, the following specimens apply to newspaper offices:—

Ballarat Bank, b. £8. Band and Albion Consols, b. 78s. 6d., s. 80s., sales 79s., 79s. 6d. Berry Consols, b. £12 1s., s. £12 2s., sales £12, £9 9s. Berry Consols Extended, s. 20s. Berry No. 1, b. 71s., 7s., 2s., sales 1s. 6d., 19s. 9d. Black Horse United, s. 24s.

Messrs. C. and T. have sold at their rooms, Collins-street, the under-mentioned timber at various prices:—811,256 ft. Tasmanian Hardwood, 3 x 1, 4 x 9, 5 x 8, 6 x 1, 3 x 2, 4 x 2, 5 x 9, 6 x 2, 8 x 2, 9 x 2, 3 x 3, 4 x 3, 5 x 3, 6 x 3, 7 x 3, 8 x 3, 9 x 3, 10 x 3, 12 x 3, 14 x 3, 16 x 6; 2000 ft. Kauri, 2 x 6, 3 x 6, 4 x 6, 5 x 6; and 10,000 ft. T. & G. flooring boards, 6 x 3, 6 x 1.

Tabular and Column Matter.

1. *Two Columns*.—Two justifications or arrangements to constitute half-measure—one-third extra.

London.....	22, Hungerford Wharf
Liverpool.....	55, Henry Street
Manchester.....	37, Brown Street

2. *Three Columns*.—Three justifications or arrangements to be charged one-half extra.

Marlborough.....	Melbourne.....	May 10
Indian Queen.....	Sydney.....	May 27
Maid of Judah.....	Adelaide.....	May 30

3. *Four Columns*.—Four or more justifications or arrangements to be charged double.

Taylor	MacIise	Dewint	Payne
Fielding	Pickersgill	Hunt	Fox
Brown	Roberts	Leitch	Lewis

Two Columns—One-third Extra.

Merriman, Dr.....	£1 1 0	Towers, John.....	£0 10 0
Halford, J.....	1 1 0	Ince, W.....	0 1 0
Cogswell, E.....	1 1 0	Bunn, R.....	1 1 0
London and Newcastle.....			£6 10 0
Worcester, Gloucester, Oxford.....			6 6 0
Birmingham and Leamington.....			4 9 8
Mr. Abbott, Benjamin		Mr. Levy, Solomon	
" Abbott, George		" Lewey, Joseph	
" Alton, John		" Lewey, Philip	

PRICE, ONE SHILLING AND SIXPENCE.

1. **T**HE JUNIOR CLERK: A Tale of City Life. By EDWD. HODDER. New Edition.

2. **THE BIBLE STORY-BOOK.** By REV. JAMES DRAPER. Thirteenth Edition. Engravings.

[The one-third extra on the above to be charged on the two-line letter and the following line.]

Blue Cloth No. 1.....	60,000	Yds.
Blue Cloth No. 2.....	25,000	"
Puck.....	520,000	"

				s.	d.		s.	d.
Bronze Lamps, full size	..	..	..	10	0	to	20	0
Porcelain, plain and ornamental		..	..	16	0	to	25	0
Crystal, richly cut	..	..	..	25	0	to	45	0

- Chap. XLVI. Arthur deals with Kriegshurm's Assassins
 " XLVII. The Plenipotentiary arrives at Turin
 " XLVIII. The Preliminaries to the Treaty of Turin
 " XLIX. The King comes out to marshal them

CONTENTS FOR JUNE.

- I. Birds of Prey. A Novel. By the Author of "Lady Audley's Secret," etc. Illustrated by M. Ellen Edwards.
 II. The Dinner at Richmond. Illustrated by Alfred Thompson.
 III. Brio-a-Brac Hunting. By Major Byng Hall.

LIVERPOOL GRAND NATIONAL.

10 to 1 agst Daisy off, 100 to 9 t	25 to 1 agst Clansman (t & off)
and w	35 to 1 — Astralabe (t)
100 to 7 — Moose (t)	30 to 1 — Helen (t)

GOVERNOR'S PRIZES.

Greek Verse	Verrall
Latin Prose	{ Irwin
	{ Giles
Latin Verse (Master's Prize)	Irwin

Three Columns—One-half Extra.

	Benevolent Fund.	Foundation.	Annual.
John Smith, Esq.	10 7 6	16 0 0	5 0 0
Henry Thomson, Esq.	100 0 0	..	10 0 0
Sir John Harriott .. .. .	..	20 3 6	2 2 0
Yacht. Tons. Owner.			
Coquette 26 Frederick Smalley			

INCE BUNKELL CUP, for all ages.

Mr. Halewood's blk w Happy	beat	{ Mr. Wright's b w May Queen,
Jane, by Pugilist		by Chadburn

Table—Double.

Premiums received ..	..	37	11,160	6	10					
Proposals completed	and	}	2	7,530	2	10	151	0	5	251
Policies issued ..											0	0

Bonds of Letter B.

16095	18369	35729	37049	40391	543859	576909	689309
16096	18401	35729	47890	48743	555679	578539	639349

Bonds—Numbers Forfeited.

	12,578	3,867	3,786	1,384
	3,456	3,546	3,654	4,456
Stat. Yacht. Tons. Owner.				
No. 1. Alarm	20	..	..	George Chamberlain

No.		Votes.	No.		Votes.
9	Addison, James ..	987	15	Bentley, John ..	991
10	Mace, Charles ..	1093	14	Edmunds, Joseph ..	1008

Yrs.	Name.	st. lb.	Yrs.	Name.	st. lb.
1	George ..	6 4	3	Pickering ..	6 8
2	John ..	6 6	2	James ..	6 6

	Age.	st. lb.		Age.	st. lb.
Indian Warrior.....	5	8 4	Mouser.....	3	5 8
Little John.....	4	7 8	Kidnapper.....	3	5 9
Cobnut.....	4	7 6	Flying Buck.....	3	5 6

REASONS FOR THE AWARD.

In this matter clauses 3, 4, 6, 10 (with the exception of the number of ens stated therein), 12, 16, 17, 20, 21 to 24 inclusive, 26, 27A to 34 inclusive, 38, 40 to 44 inclusive, 45, 47 to 64 inclusive, and 69, have been agreed upon by the workers' and employers' unions.

The principal questions on which the parties could not agree were the limitation of apprentices to a maximum number of five (whatever number of men were employed), the rates of wages to be paid to apprentices, the regulation of the employment of apprentices on composing-machines, the minimum wages to be paid to compositors and machine operators, the standard of efficiency, the cast-up (whether it should be by en quad or by letter), and the question of preference.

We do not think that the number of apprentices should be limited to a maximum number of five, whatever the number of journeymen may be; the ordinary limitation, as set forth in clause 2 of the award, is, in our opinion, quite sufficient. We also think that the newspaper and jobbing departments of the *New Zealand Herald* and *Auckland Star* offices should be considered as independent departments, and we so award. The rates of wages we fix for apprentices are what, in our opinion, are the reasonable minimum rate, and are in substantial agreement with the rates fixed in other trades.

Clause 8 was a term of the last award, and clause 11, relating to the employment of apprentices on machines, is in the terms agreed upon by master printers and workers in Otago, Canterbury, and Wellington, and the presumption that this is a reasonable provision has not been rebutted by the evidence called in this dispute here.

We are of opinion that the evidence adduced here justifies us in raising the standard of efficiency, and this we prescribe as 7,000 ens per hour, with a provision for time for attaining such standard, set out clearly in clauses 10 and 12. The employers contended that the cast-up should be by letter, and not by quads. It is the universal custom throughout the colony that the cast-up is by en quads, and we do not consider that the employers have rebutted the presumption arising from this custom, and we therefore make

no alteration in this respect. Clauses 18, 19, 20A, 25, 27, 46, are matters of detail upon which the parties could not agree. We have, in dealing with these matters, inserted in the award the provisions which are the recognised custom of the trade in all the other cities of the colony.

In respect to the minimum wage, we are of opinion that the sum of £3 per week is not an unreasonable wage for a competent compositor employed on day-work, nor £3 6s. for this class of journeyman employed at night-work, or that the piecework rates of 1s. and 1s. 1d. for day or night hand setting are too much. These rates are the ruling rates in Dunedin, Christchurch, and Wellington.

We also think that, with the standard of efficiency raised to 7,000 ens per hour, the rates of £3 6s. and £3 12s. for machine operators for day and night work respectively are not unreasonable, and these we accordingly award.

We grant preference. It was a term of the last award, and no evidence has been given which at all satisfies us that in this trade and under the last award it has acted detrimentally to the interests of any party.

THEO. COOPER, J., President.

(543.) AUCKLAND FURNITURE TRADES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland United Furniture Trades Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): The Auckland Furniture and Furnishing Industrial Union of Employers; Tonson Garlick Company, Queen Street; D.S.C. Furniture Company, Queen Street; Winks and Hall, Shortland Street; T. and H. Cooke, Grey Street; F. E. Cook, Grey Street; Smith and Caughey, Queen Street; S. Devenport, Karangahape Road; H. Brown, Karangahape Road; Simmonds and Spragg, Karangahape Road; Lamb and Smith, Karangahape Road; Henderson and Pollard, Karangahape Road; A. E. Brown, Karangahape Road; J. Cosslett and Son, Karangahape Road; — McIvor, Karangahape Road; J. Weir, Karangahape Road; S. Clark, Symonds Street; G. Saunders, Symonds Street; W. Smith, Symonds Street; H. Jones, Wyndham Street; George and George, Swanson Street; W. Norrie, Shortland Street; G. Warman, Victoria Street; W. Hart, Hobson Street; H. Obee, Hobson Street; E. Drinkwater, Albert Street; W. Noone, Albert Street; W. Batts, Albert Street; W. Swinerton, Wyndham Street; Barton and McGill, Upper Queen

Street; W. Mantle, Upper Queen Street; A. Dachenhausen, Church Street, Ponsonby; Lambourne and Dewar, Ponsonby Road; Marflett and Neil, Porter's Avenue, Eden Terrace; J. Clarke, Ponsonby Road; Dilly Bros., Spring Street, Ponsonby; Mercer and Bell, Albert Street; Foster and Howard, Wellington Street; Parsons and Boyle, Union Street; — Sawkins, Parnell; H. Cameron, Parnell; R. Minns, Epsom; — West, Tamaki; J. Lawler, Vulcan Lane; T. Churnside, Albert Street; G. Miles, Wellington Street, care of Foster and Howard; C. Lipscombe, Devonport; — Jones, Onehunga; — Robb, Onehunga; American Wire-woven Mattress Makers' Company.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of March, 1903, and shall continue in force until the 1st day of March, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 19th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. The week's work shall not exceed forty-seven hours, and shall be regulated in accordance with the provisions of "The Factories Act, 1901."

Minimum Wages.

2. The following shall be the minimum rates of wages: Cabinet-makers, chair and frame makers, upholsterers, and carvers, 1s. 3d. per hour; polishers and turners, 1s. 2d. per hour. Upholsterers' work shall include all kinds of bedding.

First-class machinist, £3 3s. per week of forty-seven hours. A first-class machinist is a man who has full charge of all machines in the shop, and is competent to and whose duty it is to put together, and, if necessary, to repair, the different parts of woodworking machinery, and, in the case of planing and moulding machines, to make such moulding-irons and other cutters as may be required, and generally to direct and supervise the working operations of the various machines under his control.

Improvers.

3. Any apprentice who has completed his term of apprenticeship may be employed as an improver, either by the employer to whom he has been apprenticed or by any other employer, at the rate of 1s. per hour for a period not exceeding twelve months, to be calculated from the expiration of the term of his apprenticeship, and for a further period of twelve months at the rate of 1s. 1½d. per hour.

Wages to be paid Weekly.

3A. Wages shall be paid weekly on the employer's own premises.

Overtime.

4. Overtime for work done after the proper hour for ceasing work shall be paid for as follows: Time and a quarter to be paid up to 9 p.m., and time and a half from 9 p.m. to 7.30 a.m.; double time on Sundays, Good Friday, and Christmas Day; time and a half on Easter Monday and King's Birthday, New Year's Day, Anniversary Day, and Labour Day. Work required to be done after the legal hours for closing on the weekly half-holiday shall be paid for at the rate of time and half.

Apprentices.

5. Subject to the provisions of clause 3, apprentices and journeymen shall alone be recognised. Apprentices shall serve an apprenticeship of five years, and shall be indentured. Three months' trial allowed.

6. Apprentices shall be paid for each and every year of their apprenticeship as follows: First year, 5s. per week; second year, 10s. per week; third year, 15s. per week; fourth year, £1 per week; fifth year, £1 5s. per week.

7. The proportion of apprentices shall be one to every three journeymen, or fraction of three.

8. For the purpose of determining the number of apprentices, the number of journeymen taken into account must have been employed by the employer in the establishment in which such apprentice shall be taken for at least two-thirds full time for the preceding six months.

Piecework prohibited.

9. No piecework shall be permitted.

Travelling-expenses, Tools, &c.

10. All travelling-expenses and time when travelling shall be paid by the employer, who shall also provide and keep a suitable number of benches, cramps, hand-screws, and glue-pots for the number of men employed, also a suitable grindstone.

General.

11. No men shall make goods for sale on their own account while in full-time employment of any employer.

12. Nothing in this award contained shall be deemed to prevent the employment of boys at such wages as the employer shall think fit for the purpose of stacking timber, boiling off and attending to glue, making dowels, helping to cramp, cleaning up workshops, oiling in, and general messages.

13. If any employer shall from any unforeseen cause be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding he has already the full number of apprentices allowed by this award.

14. Arrangements legally existing between employers and apprentices at the date of this award shall not be prejudiced.

Preference.

15. If and so long as the rules of the workers' union shall permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 6d. per week, whether payable weekly or not, upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall, when engaging workmen, employ members of the union in preference to non-members, provided that there are members of the union equally competent with non-members to perform the work required to be done, and ready and willing to undertake it; but this award shall not compel any employer to dismiss or refuse to continue in his employment any person now legally employed by him.

16. The said union shall, during the currency of this award, keep in some convenient place, within one mile from the Chief Post-office, Auckland, a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the one preceding year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on all working-days except Saturday, and on Saturday between the hours of 8 a.m. and noon.

If the union shall fail to keep such book in the manner provided by this clause, then and in such case and so long as such failure shall continue any employer may, if he so think fit, employ any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *New Zealand Herald* and *Evening Star* newspapers, published in Auckland, shall be given by the union of the place where such book is kept, and of any change in such place.

17. No employer shall discriminate against members of the union, or shall, in the engagement or dismissal of his hands or in the conduct of his business, do anything to injure the union, either directly or indirectly.

18. When members of the union and non-members are employed together they shall work together in harmony, and there shall be no distinction between them, and they shall receive equal pay for equal work.

Workmen unable to earn the Minimum Wage.

19. Any workman who may consider himself incapable of earning the minimum wage hereby prescribed for the class of work in which he shall desire employment may work for and be paid such lesser rate of wage as shall from time to time be agreed upon in writing between such workman and his employer or proposed employer and the president or secretary of the workers' union. In default of such agreement being come to, then such wage shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district, and twenty-four hours' notice of the application to such Chairman shall be given by such workman to the secretary of such union, and such secretary, as well as the

employer or proposed employer, shall, if he shall so desire, be heard by such Chairman upon such application.

Exemption from Award.

20. Nothing in this award contained shall apply to workers (whether male or female) employed in the making of wire mattresses.

Limitation of Award.

21. This award shall be limited to employers carrying on business in the city and suburbs of Auckland, including Onehunga and Devonport.

Term of Award.

22. This award shall take effect from the 28th day of February, 1903, and shall continue in operation until the 28th day of February, 1905.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereto set his hand, this 19th day of February, 1903.

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

In this matter we fix the minimum wages for competent cabinet-makers, upholsterers, chair and frame makers, and carvers at 1s. 3d. per hour, this rate being, in our opinion, a fair minimum rate for a competent journeyman of the classes mentioned. For polishers and turners we fix a lower minimum rate of 1s. 2d. per hour, these branches of the furniture trade not requiring the same degree of skill as the other branches.

While fixing the minimum rates as above stated for competent journeymen we have, however, provided for improvers, who may be employed for two years after the expiration of the term of five years apprenticeship at the rates of 1s. per hour for the first of such years, and 1s. 1½d. per hour for the second year. We have also provided means for the fixing of a lower wage than the minimum in the case of those men who from infirmity or any other cause are unable to earn the minimum wage.

With regard to machinists, they have not been separately dealt with, with the exception of a first-class machinist, the provision in the award dealing with whom is in the terms agreed upon at the hearing. Both the employers' union and the workers' union agree that only two classes of workmen shall be recognised—namely, journeymen and apprentices—and machinists appear to be within the generic term of "cabinetmakers" or "turners," according to the class of work they do, or are apprentices. In the particulars of wages and classes of the men employed in one of the largest establishments in Auckland supplied to us by the employers, men working at the machines are classed as cabinetmakers or apprentices.

We exclude wire-mattress makers from the award. The weaving of the mattresses is work which, in our opinion, can easily be performed by youths or girls, and the fitting of the mattresses in the frames is not, in our opinion, cabinetmakers' work. After inspecting the process of weaving and manufacturing, and considering the evidence adduced on this point, we are of opinion that we should not deal with this class of work.

The union has, in our opinion, established a case for the usual preference clause.

(544.) AUCKLAND FISH-CURERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Fish-curers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): A. Sanford, Peter Ross, F. Williams, W. Knox, — Reid.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of March, 1903, and shall continue in force until the 1st day of March, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 23rd day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. A week's work shall consist of fifty-five hours. The day's work for day-hands shall be regulated by each employer according to the exigencies of his particular business, and shall be between the hours of 6 a.m. and 8 p.m. on Monday to Friday (both inclusive), and between the hours of 6 a.m. and 1 p.m. on Saturday. For night-hands the week's work shall consist of sixty hours, and shall be regulated by each employer, according to the exigencies of his particular business, between the hours of 6 p.m. and 6 a.m. on each day of the week excepting Sunday.

Minimum Wages.

2. Except where a worker is permitted to work under the provisions of clause 5 hereof for a lesser wage, each worker shall be paid a minimum wage of £2 5s. a week. The employment shall be deemed to be a weekly employment, and no deduction shall be made except for time lost by a worker by his own default

Overtime.

3. Any work done by day-hands after the hour of 8 p.m. shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter up to midnight, and time and a half from midnight to the hour of 6 a.m. Any work done in any one week in excess of the said period of fifty-five hours between the hours of 6 a.m. and 8 p.m. shall be paid for at the rate of time and a quarter. Any work done by night-hands in excess of the period of sixty hours shall be paid for at the rate of time and a half. Sunday work shall be paid for as double time. In respect of night-hands, Sunday shall mean from 12 midnight on Saturday to 12 midnight on Sunday.

Holidays.

4. The following holidays shall be observed: New Year's Day, January 2nd, Anniversary Day, Good Friday (after 10 a.m.), Easter Monday, Prince of Wales' Birthday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. Work done on these days shall be paid for at the rate of time and a half, except on Christmas Day, for which double time shall be paid. On Good Friday work may be done at ordinary rates up to 10 a.m., after which hour double time shall be paid.

Workmen unable to earn the Minimum Wage.

5. Any worker who from any cause is unable to earn the minimum wage hereby fixed, may work for and be employed at such lesser rate of wage as may be agreed upon from time to time in writing between the worker, his proposed employer, and the president or secretary of the union, and as may in default of such agreement be fixed by the Chairman of the Conciliation Board for this industrial district, twenty-four hours' notice of the application to such Chairman being first given by such worker to the secretary of the union, and the secretary of the union, as well as the employer or proposed employer of such worker shall, if he shall so desire, be heard upon such application by such Chairman.

Preference.

6. If and so long as the rules of the union shall permit any person now employed in the trade in this industrial district, and any person who may reside in this industrial district and who may desire employment at the trade, and who is of good character and sober habits, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case and thereafter employers shall employ members of the union in preference to non-members, provided there are members of the union equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it.

6A. The union shall keep in some convenient place within one mile of the Chief Post-office, Auckland, a book to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding six months. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable efforts to verify the same. Such book shall be open to every employer without fee or charge at all hours on every working-day, except Saturday, between the hours of 8 a.m. and 5 p.m., and on Saturday between the hours of 8 a.m. and noon. Notice of the place where such employment-book is kept, and of any change in such place, shall be given by the union by advertisement in the *New Zealand Herald* and *Auckland Star* newspapers, published in Auckland. If the union fail to keep the

employment-book in the manner prescribed by this clause, then and in such case and so long as such failure shall continue employers may employ any person, whether a member of the union or not, to perform the particular work required to be done.

7. No employer shall discriminate against members of the union, or shall, in the engagement or dismissal of his hands or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

8. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

General.

9. Nothing in this award contained shall be deemed to prevent the employment by an employer of his own sons in his business on such terms as he shall think fit.

Limitation of Award.

10. This award shall be limited to employers in the city and suburbs of Auckland.

Term of Award.

11. This award shall take effect from the 1st day of March, 1903, and shall continue in force until the 1st day of March, 1905.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 23rd day of February, 1903.

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

The circumstances of this trade render it necessary that employers should have a wide discretion in the regulation of the hours. Both sides agree that for day-hands a week of fifty-five hours is reasonable. The union ask that those hours shall be worked between 6 a.m. and 6 p.m., and the employers that they shall be worked between the hours of 6 a.m. and 8 p.m. We are of opinion that, as the arrival of fish is at uncertain hours, varying with the tides and the time-table of the Thames and other steamers, the range of hours asked for by the employers is not unreasonable, and is required under the conditions of this industry. With regard to night-workers, we fix the hours at sixty for the week, to be worked between the hours of 6 p.m. and 6 a.m. In this respect there is no contest.

We fix the minimum wages at £2 5s., with the usual provision for workmen who are unable to earn the minimum.

It is not the custom of the trade to employ boys. If any employer desires to do so, the boy's wage can be fixed under the

clause for incompetent workmen. The hours and general surroundings of the trade are such that we have not considered it advisable to fix a scale for payment of wages to boys according to age.

The union asks that hands employed as smokers or carters should be prohibited from doing any other work. This demand is not a reasonable one, and we cannot accede to it.

With regard to preference, all of the men employed at the trade are in the union, and we grant the usual preference conditions.

THEO. COOPER, J., President.

WELLINGTON INDUSTRIAL DISTRICT.

(545A.) WELLINGTON CARPENTERS (TOWN EMPLOYERS).—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Wellington Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): William S. Weston, 14, Abel Smith Street; Campbell and Burk, 102A, Adelaide Road; Charles Lomax, 133, Adelaide Road; W. G. Emeny, Alpha Street; Joseph Cross, 34, Arthur Street; Menelaus and Riggs, Clyde Quay; Joseph W. Fossett, 76, Austin Street; Andrew Compton, 15, Boulcott Street; Compton Bros., 25, Boulcott Street; Harry Crump, 115, Brougham Street; J. and A. Wilson, 54, Cambridge Terrace; W. D. James, 39, Cambridge Terrace; Thomas J. McCarty, Clyde Quay; Burke and McGrath, Clyde Quay; Joseph Webb, 5, Constable Street; Campbell Colquhoun, 78, Courtenay Place; James Trevor, 84, Courtenay Place; Abram Billman, 156, Cuba Street; Edward Petrie, 17, Epuni Street; William Biggs, Evelyn Place; Thomas Orr, 18, Featherston Terrace; Archibald Colquhoun, Frederick Street; Frederick Henry Meyer, 53A, Ghuznee Street; W. L. Thompson, Grant Road; Joseph Chisholm, 22, Hankey Street; J. H. Smith, 16, Hanson Street; Donald McLean, 12, Hawker Street; Matthew Murdoch, 3, Hill Street; John Wood, Home Street; Henry A. Freeman, Home Street; Frederick Hunt, 16, Hopper Street; Luke and Cooper, Horner Avenue; Ebenezer Gray, John Street; Brown and Johnston (Alexander Johnston), Johnston Street; R. H. Edwards, Johnston Street; White and Son, Levy Street; Thomas Carmichael, Little Taranaki Street; John Guthrie, 5, McDonald Crescent; Frank Brady, 44, Majoribanks Street; W. J. Grant, 82, Majoribanks Street; Henry Walker, 80, Majoribanks Street; Archibald

McDonald, 59A, Majoribanks Street; Joshua Bell, Mansfield Street; W. H. Nimmo, 24, May Street; Clark and Son, 55, Molesworth Street; John Dormer, 82 and 84, Molesworth Street; William Wallis, 51, Nairn Street; D. and J. Ritchie, 53, Owen Street; H. Ranson, 47, Owen Street; Robert McDonald, 77, Owen Street; R. W. Clayton, Princes Street; John E. Miles, 25, Queen Street; Paterson and Martin, Quin Street; H. Edwards, Hankey Street; L. S. Humphries, Revans Street; W. M. Johnson, Rolleston Street; J. J. Boyd, Somerset Avenue; Charles Howard, 19, Sussex Square; Allan Maguire, Sussex Square; Thomas Lowrie, 23, Sydney Street; Alec Graham, Taranaki Street; John H. Meyer, 40, Taranaki Street; James Edwards, 86, Taranaki Street; A. C. Wilkinning, 21, Taranaki Street; Charles Simmonds, 21A, Tasman Street; Luke and Cooper, Thompson Street; F. H. Meyer, Thorndon Quay; R. F. Drummond, 56, Tinakori Road; W. B. Rountree, Tory Street; James Russell, Tory Street; R. H. Wilson, Tutchin Street; S. C. Castle, Victoria Street; W. Wilson, 20, Vivian Street; O. W. Clayton, 39, Vivian Street; Hawthorn and Crump, Waipa Street; Seamer and Son, Wallace Street; A. J. Rand, Waterloo Avenue; Peter Drummond, 201, Willis Street; W. H. Bennett, Woolcombe Street; Maurice O'Connor, 23, Woolcombe Street; Charles Johnson, 25, Wordsworth Street; Stewart Hardware and Timber Company, Courtenay Place; Halley and Ewing, Courtenay Place; Prouse Bros., Taranaki Place; Waddell, McLeod, and Weir, Waring Taylor Street; Archibald Sinclair, Brooklyn; George Frost, Fitchettown; Matthews and Howie, Little Buller Street; John Alfred Jacobsen, Island Bay; Richard Keene, Island Bay; Matthew Routley, Kilbirnie; Thomas Evans, Kilbirnie; Henry Randell, Mitchelltown; Ayling and Lindup, Seatoun; Pugh and Michie, 1, Crawford Street; Barr and Mainland, Aro Street; Palliser and Jones, Grey Street; James Bruce, 101, Abel Smith Street; John H. Fairhurst, 34, Owen Street; J. Moffit, Douglas Wallace Street; Henry Pitcher, Island Bay; Perkins Bros., Cuba Street; J. Boyd, Riddiford Street; F. Machin, Walter Street; G. Humphries, Tory Street; Union Steamship Company, Victoria Street; Dwan Bros., Willis Street; C. Downie; Pringle and Hay, Victoria Street; Wellington Woollen Company; City Council; — Watson, Adelaide Road and College Street; J. Brooks, Berhampore; W. W. Adams, Crofton; Peter Connolly, Nairn Street; R. Wakelin, Revans Street; Max Kressig, Willis Street; Andrew Little, Owen Street; Kensington Estate Company, Abel Smith Street; W. Mounter, Berhampore; F. Leon; — Haughton, Ingestre Place; C. Bethel, Luxford Street; J. and G. Odlin, Brooklyn; D. Owen, Abel Smith Street; — Jones, Taranaki Street; W. J. Parsons, 42, Aro Street; Petone and Hutt Branch, Amalgamated Society of Carpenters and Joiners; H. Kibblewhite, Petone and Hutt; E. G.

Pourton, Petone and Hutt; H. Findlay, Petone and Hutt; E. Hayes, Petone and Hutt; James Stewart, Petone and Hutt; John Adams, Petone and Hutt; O. Carlson, Petone and Hutt; Richard White, Petone and Hutt; Alexander Fraser, Petone and Hutt; Henry Alexander, Petone and Hutt; William Pounton, Petone and Hutt; E. A. Moon, Petone and Hutt; J. Hall, Petone and Hutt; Strand Bros., Petone and Hutt; — Walsh, Petone and Hutt; Westbury and Alexander, Petone and Hutt; W. Aubrey, Petone and Hutt; — Jillett, Petone and Hutt; W. Lawton, Petone and Hutt.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 26th day of January, 1903, and shall continue in force until the 26th day of January, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of January, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The recognised hours shall be forty-five hours in each week, commencing (except on Saturdays and in the months of May, June,

and July) at 8 a.m. and finishing at 5 p.m. During the months of May, June, and July work shall commence at 8 a.m. and finish (except on Saturdays) at 4.45 p.m. During these months half an hour shall be allowed for dinner. During the remainder of the year three-quarters of an hour shall be allowed for dinner. On Saturdays work shall commence at 8 a.m. and finish at a quarter to 12 noon.

In the factories carried on by Stewart and Co., Halley and Ewing, Waddell, McLeod, and Weir, Compton Bros., Andrew Compton, and Prouse Bros. the week's work shall consist of forty-six hours. The hours of commencing and leaving off work shall be in accordance with the practice prevailing at the time of making this award.

Minimum Rate of Wages.

2. All journeymen carpenters, or journeymen joiners, or journeymen carpenters and joiners shall be paid not less than 1s. 4d. per hour for any work done on any day (other than the days mentioned in paragraph 1 hereof).

All wages shall be paid weekly either on the job or at the employer's place of business, but wherever paid they shall be paid to the workmen not later than fifteen minutes after leaving off work.

Piecework and Subletting prohibited.

3. Except in respect of stair-building, no carpenter or joiner shall be paid by piecework, nor shall any builder or employer sublet his work labour only.

Overtime and Holiday Work.

4. All time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows : For the first two hours, time and a quarter ; and time and a half after the first two hours.

If an employer shall require a workman to commence work on any day before 6 a.m. such workman shall be paid time and a half for the time worked up to 8 a.m. If he shall be required to commence work after 6 a.m., but before 8 a.m., then he shall be paid time and a quarter for work done before 8 a.m.

Work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time.

Work done on New Year's Day, Easter Monday, Labour Day, and the Sovereign's birthday shall be paid for at the rate of time and a half. If any of the holidays mentioned in this and the preceding paragraph shall fall on a Sunday, then for the purposes of this award the day succeeding shall be deemed to be the holiday.

Workmen unable to earn the Minimum Wage.

5. Any workman who considers himself incapable of earning the wages mentioned in paragraph 2 hereof may be paid such wages as may from time to time be agreed upon in writing between any employer and the secretary or president of the union, and, in de-

fault of such agreement within twenty-four hours after such workman shall have applied in writing to the secretary of the union stating his desire that such wages shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district, upon the application of such workman, after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application.

Any workman whose wages shall have been so fixed may work and be employed by any employer for such less wages for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wages to be again fixed in manner prescribed by this clause.

6. The union shall keep, with the employment-book mentioned in paragraph 20, and open for inspection without fee at all hours during which the employment-book is directed to be kept open, a book in which shall be entered in full the names of all men in respect of whom a wage shall have been fixed under the provisions of paragraph 5, and the date when such was fixed.

Country Work, &c.

7. Every workman shall be at the place where his work is to be performed at the hour appointed for the commencement of work. If such place be other than the chief workshop of the employer, or, if he have no such workshop, his residence, and be so situated that in order to reach it the workman has to travel a greater distance than he would have to do in order to reach such workshop or residence, as the case may be, such journeyman shall be paid the ordinary rate of wages for the time occupied in proceeding thereto, at the rate of four miles for every hour, with a proportionate allowance for more or less than an hour, however and by what means he may proceed thereto; but there shall be deducted from such allowance the time occupied in proceeding the first one and a half miles from the residence of such journeyman. For the purpose of this paragraph distances shall be calculated by the nearest public mode of access by foot-passengers.

8. Any workman or apprentice employed upon country work shall be conveyed by his employer to and from such country work free of charge or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

9. Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied by him may exceed eight, unless he is on the same day occupied in working for his employer.

10. When the distance requires journeymen employed upon country work to sleep away from their homes an additional allowance of 1s. per day for the time so occupied shall be paid to them, and their employers shall also provide them with tents or other suitable sleeping accommodation.

11. Notwithstanding anything herein contained, any employer and his workman may agree that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages prescribed in paragraph 2 be paid.

12. The expression "country work" in the four immediately preceding paragraphs shall, as regards employers in the city and adjoining suburbs of Wellington, mean work situated more than ten miles by the nearest formed public road from the Chief Post-office of the City of Wellington; and, as regards other employers in the radius within which this award takes effect, shall mean work situated more than ten miles from the chief workshop of the employer, or, if he shall have no such workshop, then from the residence of such employer.

Conveniences to be supplied.

13. The employer shall provide upon the works a properly secured place for the tools of the workmen employed upon such work by him, and shall also provide all necessary sanitary conveniences for the use of the workmen.

14. Whenever two or more workmen are employed the employer shall provide and keep a suitable grindstone for the use of the workmen, and every workman shall at all times keep his tools in proper order.

Apprentices.

15. All boys shall be apprenticed by deed of apprenticeship either to learn a particular branch or particular branches of the trade or to learn the trade generally. If to learn one branch only, the period of apprenticeship shall be four years; if to learn more than one branch, the period shall be five years.

Any employer shall, before taking a boy as apprentice, be entitled to take him for three months on probation, and if at the end of such probation the boy becomes a bound apprentice such period of three months shall be reckoned as part of the period of apprenticeship which under this paragraph the boy has to serve.

The wages to be paid to apprentices shall be: During the first year of their apprenticeship, not less than 5s. per week; during the second year, not less than 10s. per week; during the third year, not less than 15s. per week; during the fourth year, not less than £1 per week; and during the fifth year, not less than £1 5s. per week.

Time allowed to put Tools in Order.

16. When men who have been employed for not less than four weeks are discharged one hour shall be allowed them to put their tools in order.

Preference.

17. So long as the rules of the union shall permit any person now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, employers shall in the engagement of workmen employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. It shall be a sufficient compliance with this clause as regards employers in Petone and Hutt if they employ members of the Hutt and Petone Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers.

18. No employer shall discriminate against members of the union, and no employer shall, in the dismissal or employment of workmen or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

19. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

20. The union shall continue to keep in some convenient place within one mile from the Chief Post-office in the City of Wellington a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of trade in which such members claim to be proficient, and the names, and addresses, and occupations of every employer by whom such members shall have been employed during the preceding one year. Immediately upon such members obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer and to his servants without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer may, if

he thinks fit, employ any person or persons, whether members of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *New Zealand Times* and the *Evening Post* newspapers, published in the City of Wellington, shall be given by the union of any change of place where such employment-book is now kept.

A similar book shall be kept by the Petone and Hutt Branch of the Amalgamated Society of Carpenters and Joiners, showing the like particulars in reference to the members of such union out of employment. Such book shall be kept at some convenient place in the Town of Petone, of which place notice shall be given by advertisement in the *New Zealand Times* and *Evening Post* newspapers, published in Wellington.

The general provisions of this clause shall apply to such union and to such book.

Exemptions from Award.

21. The four last preceding paragraphs shall not be binding upon or be deemed to apply to the Union Steamship Company of New Zealand (Limited), it having been agreed between the representatives of the company and the representatives of the union that they shall not apply to or be binding upon the company.

22. Inasmuch as the workmen employed by the Wellington and Manawatu Railway Company (Limited) are enjoying special privileges and advantages, and it is desirable in the interests of all parties that the company should not now be bound by this award, the proceedings herein are amended by striking out the name of the company therefrom, and this award shall not apply to the said company.

23. Nothing in this award contained shall be deemed to apply to Wellington Harbour Board so long as the said Board continues to observe the conditions set forth in the letter of the said Board filed herein, and dated the 29th day of November, 1902.

24. Nothing contained herein shall be deemed to apply to the Gear Meat Company or to — Lodder.

Limitation of Award.

25. This award shall be limited to employers carrying on business in the city and suburbs of Wellington and within a radius of twenty-five miles from the Chief Post-office of Wellington.

Term of Award.

26. This award shall take effect from the 26th day of January, 1903, and shall continue in force until the 26th day of January, 1905.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the said Court hath hereto set his hand (the time for making the award having been duly extended by the said Court until the 31st day of January, 1903), this 17th day of January, 1903.

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

We have in this dispute made a separate award for the City and immediately surrounding districts of Wellington, and a separate award for the country towns and districts.

The principal point in dispute was the minimum wage. An award was made in July, 1900, fixing the minimum wage for Wellington at 1s. 4d. per hour. The union now ask that that wage be increased to 1s. 7½d. per hour, and the employers that it be reduced to 1s. 2d. per hour.

The witnesses called by the union in Wellington, and who were carpenters, were Messrs. Grant, Parsons, Davidson, G. E. Smith, Rolleston, and Mercer. Of these, Grant, Davidson, and Smith each stated that, in their opinion, 1s. 4d. was a fair minimum wage; Parsons thought that 1s. 6d. should be the minimum; Rolleston agreed with the union demands; and Mercer, who has recently come from Sydney, sought work here at 1s. 4d., the ruling wage in Sydney being 1s. 3d., and he expressed no opinion as to what the minimum wage should be here, as he was only a recent arrival in the colony. The weight of evidence, therefore, on the union side is in favour of retaining the present minimum wage.

No evidence was adduced on the part of the employers which would justify the Court in acceding to their contention that the minimum should be reduced to 1s. 2d., and when the original reference in the present dispute was filed by the employers they asked the Court to continue the minimum wage as fixed by the last award, at 1s. 4d. Their request to reduce it to 1s. 2d. was evidently called forth by the counter-demands of the union asking that it be increased to 1s. 7½d.

We are of opinion, therefore, that the minimum wage should be fixed at the sum of 1s. 4d. per hour for the city and suburban districts of Wellington, and we have prescribed that rate for that portion of the industrial district within a radius of twenty-five miles from the Chief Post-office, Wellington.

With reference to the country districts outside that radius, we found that in different districts different rates were paid, varying from 1s. 1½d., 1s. 2d., 1s. 2½d., and 1s. 3d. per hour in the Palmerston, Feilding, Masterton, and Napier towns, to 1s. 3½d. in Wanganui. The evidence satisfies us that, with the exception of Wanganui, where the ruling rate has been recognised for some two years at 1s. 3½d. per hour, the fair minimum rate for the rest of the country district is 1s. 3d. per hour, and we have therefore retained the ruling rate for Wanganui at 1s. 3½d. per hour, and have fixed the rate for the remainder of the industrial district at 1s. 3d. per hour. We were asked to make one uniform rate for the minimum wage throughout the industrial district. We are of opinion that there are many differences in the conditions existing in the country districts which render this inadvisable, and which would operate to the disadvantage of all concerned if we were to do this. We consider that

we are bound to take these different conditions into consideration in prescribing the minimum wage.

Under the last award a certain limited provision was made for fixing a rate of wages for workers unable to earn the minimum rate. It was provided by the award that no worker should receive permission to work at a less rate of wages than the minimum rate for a longer period than twelve months, unless his inability to earn the minimum rate was caused by old age, sickness, or accident, and it was further provided that the number of men to whom such permission should be granted should not exceed one of such men to every three men to whom an employer was paying the minimum rate of wages. The union ask us to still further restrict such permission, and to limit it to those only who are unable to earn the minimum wage by reason of age, sickness, or accident. Since the last award was made, the Act of 1900 has been passed. Under section 92 of that Act it is the duty of the Court when prescribing a minimum wage to make "special provision for a lower rate being fixed in the case of any worker who is unable to earn the prescribed minimum." The evident intention of the Legislature was to impose upon the Court the duty to provide a means for fixing a lower rate of wages than the minimum for any worker who is unable to earn the minimum, and not to limit such provision to a class only of those who are unable to earn the minimum. Even under the former Act the Court did not in any other awards, except those dealing with the carpenters and joiners in the Wellington City and suburbs, limit the provision for such workers in the manner contained in the Wellington award, the Court evidently considering that even under the old Act a man ought not to be prevented from working at his trade because he was unable to earn the minimum rate of wages fixed by an award. However, under the present Act the Legislature has expressly provided that special provision shall be made for *any* worker in such a position, and if we were to restrict the permission to be granted under section 92 to a limited class only we should be doing violence to the provision of the Act, and this quite apart from the question whether it is just to prevent a man from working at his calling because he is not up to the standard of the average competent workman. The Act also provides that the Court shall set up a tribunal to fix such lower rate in such manner and subject to such provisions as are specified in that behalf in the award. We consider that the duty of the Court is to make provision for *every* worker who from any cause is unable to earn the minimum rate prescribed, and in order that such provision shall not be abused we have provided that the permission to be granted by the tribunal appointed to fix such lesser rate of wage shall continue for six months, with power to the tribunal to again fix a lesser rate if the worker is after the expiration of the period for which the first permission is granted still from any cause unable to earn the minimum rate.

Some applications for exemption were made by certain Welling-

ton employers, and we have dealt with these in the award. With respect to the Wellington City Council, they were bound by the last award, and the particulars of the terms of employment lodged with the Court are not such as to justify us in excluding the Council from the present award. As regards the Harbour Board, the conditions forwarded to the Court under which the men are employed are such as to fully warrant the exemption of the Board from the award so long as these conditions are maintained. These conditions are deposited with the Clerk of Awards as evidence of the present terms of employment of these men.

In all other respects we have substantially adopted the conditions of the last award.

THEO. COOPER, J., President.

- (545B.) WELLINGTON CARPENTERS (COUNTRY EMPLOYERS).—
AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Wellington Amalgamated Society of Carpenters and Joiners’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”): Rimmer and Craven, Ashhurst; Alexander Malcolm Brown, Carterton; Charles John Smith, Carterton; A. R. Wallis, Carterton; C. H. Christiansen, Dannevirke; A. L. Gordon, Dannevirke; George John Illingworth, Dannevirke; J. L. Scott, Dannevirke; F. Craven, Dannevirke; A. R. Power, Eketahuna; William Benton, Featherston; Daria Cadenhead, Featherston; Adam Donald, Featherston; R. and W. Heald, Feilding; W. D. Nicholas, Feilding; Frank Pope, Feilding; Valentine and Son, Feilding; Walter Watts, Feilding; Theodore West, Feilding; Theophilus Easton, Foxton; Alexander Speirs, Foxton; W. J. Toms, Greatford; J. J. K. Davis, Green Meadows, Napier; Bull Bros., Waghorne Street, Napier; Robert Holt, Thackeray Street, Napier; William Ward, Awatoto, Napier; R. J. Courtney, Shakespeare Road, Napier; H. J. Holder, Emerson Street, Napier; John Renouf, Dickens Street, Napier; Ken. Beecham, Shakespeare Road, Napier; Thomas Durney, Hastings Street, Napier; Robert Northe, Hastings Street, Napier; E. L. Smith, Bowen Street, Napier; William Glendenning, Munroe Street, Napier; John Griffin, Havelock Road, Napier; John Mortkey, Western Spit, Napier; — Buchanan, Hastings Street, Napier; S. J. Ruston, Tennyson Street, Napier; Napier Branch, Amalgamated Society of Carpenters and Joiners’ Industrial Union of Workers; Thompson and Armstrong, Bell Street, Wanganui; J. S. Bett, Campbell Street, Wanganui; Thomas Henry Oliver, Ingestre Street, Wanganui; T. H. Battle, Maria Place, Wanganui; Robert Davis,

Plymouth Street, Wanganui; Russell and Bignell, Ridgway Street, Wanganui; Britton and Purnell, Ridgway Street, Wanganui; Henry Thomas Johns, Taupo Quay, Wanganui; Nicholas Menli, Taupo Quay, Wanganui; Wanganui Sash and Door Factory (F. M. Spurdle), Taupo Quay, Wanganui; C. J. Arthur, Victoria Avenue, Wanganui; Spurdle and McLeod, Wicksteed Street, Wanganui; G. H. Anderson, Campbell Street, Wanganui; George Simpson, Mosstown, Wanganui; Henry Simpson, Spring Vale, Wanganui; W. G. Bassett, Sash and Door Factory, Wanganui; J. Sims, Keith Street, Wanganui; W. Knuckey, Dublin Street, Wanganui; P. McKinnon, Dublin Street, Wanganui; T. Stewart, Harrison Street, Wanganui; J. Randall, Aramoho, Wanganui; — Taylor, Aramoho, Wanganui; — Comrie, Mosstown, Wanganui; D. Urquart, Bolton Road, Wanganui; E. Cole, Alexander Street, Wanganui; W. Hogg, Wilson Street, Wanganui; — Abroms, Argyle Street, Wanganui; J. Petherick, Asylum Road, Wanganui; S. Walt, Guyton Street, Wanganui; Wanganui Branch, Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers; Palmerston North Branch, Amalgamated Society of Carpenters and Joiners (A. Hawes, secretary, Featherston Street, Palmerston North); Hastings Branch, Amalgamated Society of Carpenters and Joiners (J. Phillips, secretary, St. Aubyn Street, Hastings); Masterton Branch, Amalgamated Society of Carpenters and Joiners; H. Humphries, Greytown; Bicknell and Co., Greytown; E. H. Trotman, Greytown; S. T. Long, Karamu Road, Hastings; J. Garnett, Heretaunga Road, Hastings; C. Brausch, Nelson Street, Hastings; H. Campbell, Victoria Street, Hastings; J. Adamson, Queen Street, Hastings; H. Liley, Havelock Road, Hastings; McChesney and Sons, Marton; Signal and Cobham, Marton; Zajonskowski Bros., Marton; C. E. Daniell, Masterton; Coradine and Whitaker, Masterton; R. Rigg, Masterton; T. Mitchell, Masterton; King and Son, Masterton; Hoar and Barnes, Masterton; J. Harrop, Mauriceville; Bennett and Sollett, Maine Street, Palmerston North; Peter Brophy, Grey Street, Palmerston North; Grigg and Son, Main Street, Palmerston North; Robert Malcolm, Cuba Street, Palmerston North; Perrin and Oakley, Grey Street, Palmerston North; William Pegden, Square, Palmerston North; F. J. Shepherd, Ferguson Street, Palmerston North; Henry Short, Church Street, Palmerston North; — Urry, Terrace End, Palmerston North; Palmerston North Sash and Door Company (Olaf Moeller, manager); R. Smith, Terrace End, Palmerston North; Guy and Dickle, Terrace End, Palmerston North; — Daniel, Duke Street, Palmerston North; — Robbie, Featherston Street, Palmerston North; J. Dillon, Main Street East, Palmerston North; — Baker, Rangitikei Street, Palmerston North; A. H. Defresne, Burke Street, Palmerston North; Baker and Crump, Fitzherbert Street, Palmerston North; J. Hopwood, jun., Fitz-

herbert Street, Palmerston North ; A. France, Fitzherbert Street, Palmerston North ; E. Cooper, Fitzherbert Street, Palmerston North ; — Blackburne, Church Street, Palmerston North ; Peter L. Arcus, Levin ; — Williamson, Levin ; Alfred Musgrove, Levin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award : That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award ; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 31st day of January, 1903, and shall continue in force until the 31st day of January, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of January, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The hours of labour shall be those at present customarily observed respectively in the respective towns and districts affected by this award, but shall not exceed forty-eight for the week.

Minimum Rate of Wages.

2. All journeymen carpenters or journeyman joiners, or journeymen carpenters and joiners, in the districts covered by this award

other than Wanganui shall be paid not less than 1s. 3d. per hour for any work done on any day (other than the days mentioned in paragraph 4 hereof) during the hours mentioned in paragraph 1 hereof.

All the wages shall be paid weekly, either on the job or at the employer's place of business, but wherever they are paid they shall be paid to the workman not later than fifteen minutes after leaving off work.

In the town and suburbs of Wanganui the minimum wage shall be 1s. 3½d. per hour.

Piecework and Subletting prohibited.

3. Except in respect of stair-building, no carpenter or joiner shall be paid by piecework, nor shall any builder or employer sublet his work labour only.

Overtime and Holiday Work.

4. All time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: For the first two hours, time and a quarter; and time and a half after the first two hours.

If an employer shall require a workman to commence work on any day before 6 a.m., such workman shall be paid time and a half for time worked up to the ordinary hour for commencing work. If he shall be required to commence work after 6 a.m., but before the ordinary hour for commencing work, then he shall be paid time and a quarter for work done before the ordinary hour for commencing work.

Work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time.

Work done on New Year's Day, Easter Monday, Labour Day, and the Sovereign's birthday shall be paid for at the rate of time and a half. If any of the holidays mentioned in this and the preceding paragraph shall fall on a Sunday, then for the purposes of this award the day succeeding shall be deemed to be the holiday.

Workmen unable to earn the Minimum Wage.

5. Any workman who considers himself incapable of earning the wages mentioned in paragraph 2 hereof may be paid such wages as may from time to time be agreed upon in writing between any employer and the secretary or president of the local union, and, in default of such agreement within twenty-four hours after such workman shall have applied in writing to the secretary of the union stating his desire that such wages shall be so agreed upon, as shall be fixed in writing by the Stipendiary Magistrate for that part of the district in which the workman resides, upon the application of such workman, after twenty-four hours' notice in writing to the secretary of the local union, who shall, if desired by him, be heard by such Stipendiary Magistrate on such application.

Any workman whose wages shall have been so fixed may work and may be employed by any employer for such less wages for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the local union requiring his wages to be again fixed in manner prescribed by this clause.

Country Work, &c.

6. Every workman shall be at the place where his work is to be performed at the hour appointed for commencement of work. If such place be other than the chief workshop of the employer, or, if he have no such workshop, his residence, and be so situated that in order to reach it the worker has to travel a greater distance than he would have to do in order to reach such workshop or residence, as the case may be, such journeyman shall be paid the ordinary rate of wages for the time occupied in proceeding there, at the rate of four miles for every hour, with a proportionate allowance for more or less than an hour, however and by whatever means he may proceed thereto; but there shall be deducted from such allowance the time occupied in proceeding the first mile and a half from the residence of such journeyman. For the purpose of this paragraph distances shall be calculated by the nearest public mode of access by foot-passengers.

7. Any journeyman or apprentice employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

8. Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied by him may exceed eight, unless he is on the same day occupied in working for his employer.

9. When the distance requires journeymen employed upon country work to sleep away from their homes an additional allowance of 1s. per day for the time so occupied shall be paid to them, and their employers shall also provide them with tents or other suitable sleeping accommodation.

10. Notwithstanding anything herein contained, any employer and his workmen may agree that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages prescribed in paragraph 2 be paid.

11. The expression "country work" in the four immediately preceding paragraphs shall mean work situated more than ten miles by the nearest formed public road from the chief workshop of the employer, or, if he have no such workshop, then from his residence..

Conveniences to be supplied.

12. The employer shall provide upon the works a properly secured place for the tools of the workmen employed upon such work by him, and shall also provide all necessary sanitary conveniences for the use of the workmen.

13. Whenever two or more workmen are employed the employer shall provide and keep a suitable grindstone for the use of the workmen, and every workman shall at all times keep his tools in proper order.

Apprentices.

14. All boys shall be apprenticed by deed of apprenticeship either to learn a particular branch or particular branches of the trade or to learn the trade generally. If to learn one branch only, the period shall be four years of apprenticeship; if to learn more than one branch, the period shall be five years.

Any employer shall, before taking a boy as apprentice, be entitled to take him for three months on probation, and if at the end of such probation the boy becomes a bound apprentice such period of three months shall be reckoned as part of the period of apprenticeship which under this paragraph the boy has to serve.

Apprentices who on the 17th day of January, 1903, were serving an apprenticeship without a deed of apprenticeship may complete such apprenticeship, but it shall be incumbent on the employer with whom such apprentice is to give notice in writing to the secretary or president of the local union within one calendar month from the date of this award of the name of such apprentice and of the period when his service began and when it is to end.

The wages to be paid to apprentices shall be: During the first year of their apprenticeship, not less than 5s. during each week; during the second year, not less than 10s. per week; during the third year, not less than 15s. per week; during the fourth year, not less than £1 per week; and during the fifth year, not less than £1 5s. per week.

15. When men who have been employed for not less than four weeks are discharged one hour shall be allowed them to put their tools in order.

No Discrimination against Unionists.

16. No employer shall discriminate against members of the union, and no employer in the dismissal or employment of workmen or in the conduct of his business shall do anything for the purpose of injuring the union, whether directly or indirectly.

17. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Application of Award.

18. This award shall apply to that portion of the Industrial District of Wellington outside a radius of twenty-five miles from the Chief Post-office in the City of Wellington.

Term of Award.

19. This award shall take effect from the 31st day of January, 1903, and shall continue in force until the 31st day of January, 1905.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the said Court hath hereto set his hand (the time for making this award having been duly extended by the said Court until the 31st day of January, 1903), this 17th day of January, 1903.

THEO. COOPER, J., President.

(546.) WELLINGTON STATIONARY, TRACTION, AND LOCOMOTIVE ENGINE DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Wellington Stationary, Traction, and Locomotive Engine Drivers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Dickwell and Co., Greytown North; R. Lockhead, jun., Feilding; G. W. Collins, Takapau; William Toogood, Featherston; Swainson, Bevan, and Co., Manakau; Austin Bros., Foxton; M. O'Connor, Oroua Bridge; Nelson Bros., Tomoana; G. Heald, Spit, Napier; North British and Hawke's Bay Freezing Company, Napier; Dimock and Co., Wellington; Gear Company, Wellington; Mitchell and Co. (Freezing), Aramoho; National Mortgage and Agency Company, Longburn; Wellington Meat Export Company, Wellington; Wanganui Meat Freezing Company, Wanganui; J. J. Niven, Napier; Herbert Gaby, Wellington; Luke and Son, Wellington; D. Murray, Wanganui; Robertson and Co., Wellington; Crabtree and Sons, Wellington; W. Cable, Wellington; Palmerston North Gas Company, Palmerston North; Wellington Gas Company, Wellington; William Stock, Hastings; R. P. Williams, Whakatu; J. Thompson, Kaiwarra; Williams and Beetham, Waingawa; Williams and Kettle, Hastings; W. Tonks, Wellington; E. Tonks, Wellington; Wakelin Bros., Carterton; Henderson Bros., Marton; W. and R. Dickie, Waverley; Thomas Flowers, Bull's; Robjohns and Son, Napier; J. Staples and Co., Wellington; T. G. Macarthy, Wellington; P. Hutson, Wellington; Wairarapa Brick and Tile Works, Wairarapa; A. G. Whitehorn, Otaki; Hendrick Bros., Wanganui; H. Norris, Wellington;

W. Murphy, Wellington; Ballance Dairy Company, Ballance; Mauriceville Dairy Company, Mauriceville; A. Tyer and Co., Ngahauranga; Hirst and Company, Kaiwarra; W. Cook, Palmerston North; W. Chalmers, Wellington; Rouse and Hurrell, Wellington; R. Brooks, Mauriceville; E. D. Greenwood, Wellington; P. Willis, Newtown; Union Steam Shipping Company, Wellington; Wellington Biscuit Factory, Wellington; Allender and Co., Petone; Brown Bros., Norsewood; W. W. Gundrie, Dannevirke; — Greenaway, Norsewood; E. Pawson, Dannevirke; Tiratu Sawmill Company, Tiratu; Singer, Mad-dox, and Co., Petone; J. B. Gilbert, Wanganui; Jones and Co., Wellington; Wellington Slip Company, Wellington; R. W. Fairbrother, Gladstone; Wellington Woollen Company, Wellington; New Zealand Candle Company, Wellington; the New Zealand Electrical Syndicate, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 28th day of February, 1903, and shall continue in force until the 28th day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 7th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. Except where otherwise expressly prescribed, the week's work shall not exceed forty-eight hours, exclusive of the time necessarily occupied by any worker coming under the provisions of this award in getting up steam for the machinery in the factory or works in which he shall be employed.

Each employer shall, subject to the provisions of "The Factories Act, 1901," be entitled to arrange such hours of work according to the exigencies of his particular business, and such hours may be worked in shifts, either by day or night.

Overtime.

2. Any time worked in any one week in extension of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter.

This clause shall not apply to work rendered necessary by the breakdown of the machinery involving the stoppage of the factory.

Holidays.

3. Work done on New Year's Day, Easter Monday, and the King's Birthday shall be paid for at the rate of time and a half. Work done on Christmas Day, Good Friday, and Sundays shall be paid at the rate of double time.

This clause shall not apply to any workers within the provisions of this award in respect to work required to be done in connection with the preparation and publication of any morning, afternoon, or evening newspaper.

Minimum Rate of Wages.

4. The following shall be the minimum rate of wages to be paid to engine-drivers of stationary engines who are in charge of any boiler within the meaning of "The Inspection of Machinery Act, 1902," for each day's work, inclusive of the time necessarily occupied in getting up steam for the machinery of the factory or works:—

(a.) Where the work which the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate of competency, Class A (2), as set forth in clauses 23 and 24 of the regulations now in force relating to the examination of applicants for certificates of competency as stationary, locomotive, traction, and winding engine drivers, 10s. per day.

(b.) Where the work which he is engaged to do requires that he shall be the holder of a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate of service but not of competency, 9s. per day.

(c.) Where the work that he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary-engine driver, and he is the holder of a second-class certificate of competency, Class A (3), as set forth in clauses 25 and 26 of the said regulations, 9s. per day.

(d.) Where the work which he is engaged to do requires that he shall be the holder of a second-class certificate of competency as a stationary-engine driver, and he is the holder of a second-class certificate of service but not of competency, 8s. per day.

No Discrimination against Unionists.

5. Employers shall not, in the engagement or dismissal of their hands, discriminate against members of the union, or in the conduct of their business do anything for the purpose of injuring the union, either directly or indirectly.

6. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Workmen unable to earn the Minimum Wage.

7. Any certificated engine-driver who considers himself unable to earn the minimum wage hereby prescribed for his class may be paid such less rate of wages as may from time to time be fixed in writing in the manner following:—

If the workman resides within twenty miles from the Chief Post-office in the City of Wellington, then such rate shall be fixed by the Chairman of the Conciliation Board for this industrial district, and twenty-four hours' notice of the application to such Chairman shall be given by the workman to the secretary of the union. Both the secretary of the union and the proposed employer of such workman shall, if they shall desire it, be heard upon such application by such Chairman.

If the workman shall reside more than twenty miles from the said Chief Post-office, then such rate shall be fixed by the Stipendiary Magistrate for the district in which such workman shall reside.

If there shall be residing within a reasonable distance from the residence of such workman a known accredited agent of the union, then such workman shall give to such agent twenty-four hours' notice of such application, and such agent and the proposed employer of such workman shall each be entitled to be heard upon such application.

Any workman whose wages shall have been fixed under this clause shall be entitled to work for any employer at the rate so fixed for six months thereafter, and, after the expiration of such six months, until fourteen days' notice in writing shall have been given to him by the secretary or accredited agent of the union requiring his wages to be again fixed as aforesaid.

Exemptions from Award.

8. This award shall not apply to men employed by the Manawatu Railway Company or by the Union Steamship Company of New Zealand, nor to men employed in dairy factories, freezing-works, or gasworks, nor to men employed by the New Zealand Electrical Syndicate. The conditions and wages of the men employed by the City Council of Wellington shall remain as they are.

9. This award shall not apply to men employed in any sawmill or woodworking-factory, the wages and conditions of employment of such men having been already settled by an award of this Court.

10. Where the wages of any engine-drivers have already been fixed by the Court or by any industrial agreement, this award shall not apply to such men.

Award to apply only to Certificated Engine-drivers.

11. This award shall apply only to men who are, within the meaning of "The Inspection of Machinery Act, 1902," in charge of any boiler, and whose employment necessitates the holding by them of a certificate as an engine-driver under the regulations hereinbefore referred to.

Term of Award.

12. This award shall take effect from the 28th day of February, 1903, and shall continue in force until the 28th day of February, 1905.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the said Court hath hereto set his hand (the time for making this award having been duly extended by the Court until the 16th day of February, 1903), this 7th day of February, 1903.

THEO. COOPER, J., President.

THE REGULATIONS 23, 24, 25, AND 26, REFERRED TO IN THE ANNEXED AWARD.

Class A (2).—First-class Engine-driver (Competency).

23. This certificate entitles the holder to drive and have charge of any steam stationary engine and boiler.

24. An applicant for examination as a first-class engine-driver for taking charge of stationary engines must—

- (1.) Be at least twenty years of age.
- (2.) Produce testimonials referred to in paragraphs 17 and 18.
- (3.) Have been in possession of a second-class engine-driver's certificate, and have efficiently driven a second-class engine exceeding 144 circular inches, or a boiler over 15-horse power, for a period not less than twelve months; or

- (4.) Produce satisfactory proof of having served four years' apprenticeship in a workshop or workshops where engines are made or repaired, or where work of a similar character is performed; or
- (5.) Of having been employed for three years as a journeyman mechanic in a workshop where engines are made or repaired, or where work of a similar character is performed.
- (6.) Be able to work out questions in arithmetic, such as addition, subtraction, multiplication, division, and proportion; the working-out of a lever safety-valve (area of valve being given); and simple question relating to quantities of coal contained in bunkers, oil-tank capacity, and consumption of stores.
- (7.) Understand the principles of steam-engines much more fully than in the examination for the second-class certificates; how steam performs its work; and answer questions generally dealing with the details of engines.
- (8.) Explain how the defects in engines, either from natural decay or corrosion, should be overcome.
- (9.) Explain the different classes of boilers met with on land, how they are put together and stayed, and explain how defects that might arise in the working of boilers should be overcome, in a much fuller manner than in the examination for the second-class certificates.
- (10.) Be able to make a simple, intelligible hand-sketch of any of the working parts of steam engines and boilers.

Class A (3).—Second-class Engine-driver (Competency.)

25. This certificate entitles the holder to drive and have charge of any steam stationary engine the area of cylinder or combined area of cylinders of which does not exceed 200 circular inches, and of its boilers, and of any steam-boiler to which no machinery is attached.

26. An applicant for examination for a second-class engine-drivers' certificate for taking charge of stationary engines must—

- (1.) Be at least nineteen years of age.
- (2.) Produce testimonials referred to in paragraphs 17 and 18.
- (3.) Be able to read and write the English language.
- (4.) Produce satisfactory proof of having assisted to drive an engine or assisted in attending to a steam-boiler, in either case for at least six months, or having worked in a workshop or workshops where engines are made or repaired as an apprentice or journeyman mechanic at similar work for at least two years.
- (5.) Pass an oral examination, and be conversant with engines and boilers, the different parts and uses of the same, including the feeding of a boiler and the running of an engine, the keeping of a boiler clean, and explain how he would overcome simple defects that might arise in the management of boilers and engines.

REASONS FOR THE AWARD.

This matter has proved a difficult one to deal with, as the dispute affects engine-drivers in a great variety of works and factories throughout the industrial district. The evidence called by the union was of a very meagre character, and as "The Inspection of Machinery Act, 1902," is now in operation we considered it necessary to carefully consider its provisions and the regulations under which certificates of competency and service are obtained. As a precisely similar dispute was pending in Auckland involving the same general questions, and as we considered it advisable that the general conditions regulating the employment of engine-drivers should be uniform in each district, we held over the award in the Wellington dispute until we had heard the dispute in Auckland, and we have been enabled to prepare conditions which, in our judgment, will put certificated engine-drivers in both districts upon a proper footing.

The class of drivers who come under this dispute are those only who are within the meaning of the Inspection of Machinery Act in charge of the class of boilers which require that the driver shall hold either a first- or a second-class certificate. There are two kinds of certificates recognised under the Act—certificates of service, and certificates of competency. The men who have certificates of competency are required to pass an examination in the matters prescribed by the regulations (23, 24, 25, 26). A man who holds a first-class certificate of competency has to pass an examination in matters the knowledge of which is not necessary to enable a man to obtain a first-class certificate of service, and is, in fact, a worker of a higher grade than the other. Similarly, a man who holds a second-class certificate of competency is a man of a higher grade than one who has a second-class certificate of service. No examination is necessary to enable a man to obtain either a first- or a second-class certificate of service. A perusal of the regulations referred to (a copy of which we have attached to this award) clearly demonstrates this. The holder of a certificate of competency is not only a driver, but a mechanic. We have therefore graded the drivers in four classes—(1) those who hold first-class certificates of competency, (2) those who hold first-class certificates of service, (3) those who hold second-class certificates of competency, and (4) those who hold second-class certificates of service—and have prescribed a minimum wage for each class.

We have provided that the number of hours for a week's work shall not exceed forty-eight, exclusive of the time necessary for the getting-up steam for the work of the factory, and we have followed the provisions of the Factories Act generally. We have prescribed a daily rate of pay and an overtime rate of time and a quarter in accordance with the provisions of that Act. With reference to locomotive and traction engine drivers, no evidence of any kind was adduced by the union before us. We have therefore, knowing nothing of their conditions in this district, not included them in this award.

We have had to consider a number of applications for exemption. The application made by the Union Steamship Company we consider must be granted. Two men are in question—namely, the men engaged as engine-drivers on the hulks in the harbour. They live on the hulks, and the general conditions of the award are inapplicable to them. They receive for their services remuneration equivalent to £170 a year each, and we think that their conditions of service are sufficiently favourable to justify us in excluding them from the award.

The men in charge of the engines of the Electrical Syndicate are in reality engineers, and receive a high rate of pay and other advantages, and we exempt this company from the award.

The only evidence in respect to the engine-drivers of the Wellington Gas Company was that of Hans Henrickson, one of the drivers, who stated that he was entirely satisfied with his conditions and wages, and desired no change, and that the other drivers were working under exactly the same conditions and at the same rates. We exempt this company also.

As regards men in the freezing companies, no evidence was called by the union in respect to these men, but the evidence called by the employers in Wellington and Wanganui satisfies us that freezing companies should also be exempted, and we exempt them accordingly.

As regards dairy factories, no information of any kind was given to us by the union as to the conditions of employment in these factories, but we have no reason to doubt that the general conditions in these factories are similar to those in the other districts in the North Island. In the Auckland District it was found that neither the hours nor the wages of the men engaged in these factories could be properly regulated in such a dispute as the present, and it was recognised by all parties to that dispute that these factories should be exempt from the engine-drivers' award. In the absence of any evidence in the present dispute as to these factories, we cannot bring them under the present award. It is worthy of note that both freezing-factories and dairy factories have been exempted by the Legislature from the operation of section 18 of the Factories Act.

We see no reason to exempt the men employed in foundries.

We do not consider that we ought to grant preference in this case. The union has its office in Wellington, and the same general reasons which, in our opinion, justified us in refusing preference in the sawmills dispute apply to the present case. The award affects employers throughout the industrial district, and it would, in our opinion, be unduly inconveniencing employers if we made preference to the members of the union a condition of the award. We have therefore inserted the usual no-discrimination clauses.

The award will come into operation on the 28th of this month, and is for the term of two years.

THEO. COOPER, J., President.

(547.) WELLINGTON FIREMEN.—DECISION OF COURT *RE* APPEAL FROM REFUSAL TO REGISTER AS AN INDUSTRIAL UNION.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—The Wellington Firemen's Industrial Union, appellants, and the Registrar of Industrial Unions, respondent.

APPEAL from the refusal to register an industrial union.

Mr. Jellicoe for the appellant; Mr. T. Young for the Registrar; Mr. W. T. Young, secretary of the Wellington Branch of the Australasian Federated Seamen's Union, for that branch; Mr. Jones for the Wellington Branch of the New Zealand Federated Seamen's Union.

Judgment of the Court (Cooper, J., President):—

This is an appeal under subsection (2) of section 11 of the Industrial Conciliation and Arbitration Act from the refusal of the Registrar to register the appellant union.

Subsection (2) gives to the union, if dissatisfied with the Registrar's refusal, the right of appeal to the Court, but with the proviso "that it shall lie on the industrial union to satisfy the Court that, owing to distance, diversity of interest, or other substantial reason, it will be more convenient for the members to register separately than to join any existing industrial union."

The grounds stated in the notice of appeal are—

(a.) That many of the members of the said society are not eligible to membership in either of the seamen's unions registered in this district.

(b.) That the work of firemen is distinct from that of seamen.

(c.) That the present system of amalgamation of firemen and seamen the area of disputes between employers and employees is so large that experience has proved it to be extremely difficult to focus attention on details, to the detriment of both seamen and firemen.

(d.) That the present system of amalgamation of firemen and seamen involves the citation of a body of men by another body of men with diverse interests before the Board and Court, with its attendant risks and evils of expense and ill feeling.

(e.) That experience has shown that firemen under the present system of amalgamation have suffered through the secretaries of the seamen's unions not being firemen, and that for an harmonious and efficient working of a firemen's union its officers must be firemen.

(f.) That the society will be open to firemen wherever employed.

(g.) That members of the said society should not be compelled to join a union largely composed of men with whom they have nothing in common, and with whom, on account of diversity of interest, experience has proved it is impossible to carry on a union under the said Act.

A list of members of the appellant union has been put in. It contains one hundred names, and particulars of the ships to which the various members belong, or whether any of them are working as firemen on shore. Of these one hundred names, ninety-two are stated to be firemen, greasers, or trimmers working on steamships trading into and out of the Port of Wellington, and eight are stated as working ashore. The appellant union is therefore a union composed almost entirely of men belonging to steamships, and all these men are eligible to membership in one or other of the registered unions. The first ground of appeal therefore cannot be sustained.

The second ground of appeal is, in our opinion, unsound. The appellant states that the work of firemen—by which, we assume, is meant the work of firemen employed on steamships—is distinct from that of seamen. This is no reason, however, for reversing the Registrar's decision. Both classes are engaged in one common occupation—namely, the work of the ship. Each class is on the articles, and subject to the discipline of the ship and to the provisions of the Shipping and Seamen's Acts, and both classes equally belong to the ship's company.

The other grounds of appeal—(c), (d), (e) and (g)—are intended to raise the question that there is diversity of interest or other substantial reason which will justify the Court in holding that it will be more convenient for members to register separately than to join any other industrial union. Now, the onus of satisfying the Court that this is so is expressly cast on the appellant union by the provisions of the statute.

Five witnesses were called in support of the appellant's case. Of these, Sutherland is the president of the appellant union, and Kidd is the secretary, Syme is a member of that union, and Harris is a member of the Australasian Seamen's Union. Jones, the other witness, is the secretary of the Wellington Branch of the New Zealand Federated Seamen's Union, and gave no evidence in support of any of the grounds of appeal. Sutherland, Harris, Kidd, and Syme all stated that, in their opinion, there was a diversity of interest, and that the interests of the firemen suffered because there was a majority of seamen in the registered unions. No facts or circumstances supporting that opinion were stated by these witnesses. And, as against this view, a verified petition signed by 287 firemen, greasers, and trimmers on forty-five steamships trading into and out of the Port of Wellington—twenty-nine of which ships are coastal, and sixteen of which are intercolonial—has been put in evidence by Mr. Young. This petition was addressed to the Registrar, and contains a protest against the registration of the union. It shows that a very large majority of the firemen, greasers, and trimmers on the boats trading into and out of the Port of Wellington are averse to a separate firemen's union being registered. It is the appellant's duty to satisfy the Court that the grounds alleged in paragraphs (c), (d), (e), and (g) rest on a substantial foundation; and the fact that the

great majority of the firemen, greasers, and trimmers on boats connected with the Port of Wellington have stated that, in their opinion, the existing conditions of matters does not warrant the establishment of a separate firemen's union is a very important factor in the case. It so weakens the value which we might otherwise have given to the opinion of Sutherland, Kidd, Harris, and Syme that it is impossible to say that any sufficient evidence has been placed before the Court which would justify us in holding that the appellant has proved the matters alleged in these paragraphs.

It has been alleged by Mr. Jellicoe that the interests of the firemen have not been represented properly in the various disputes which have been heard by the Court, owing to the number of the seamen in the unions greatly exceeding those of the firemen, greasers, and trimmers.

There are, as appears from the returns supplied to us on the hearing of this appeal, employed on the Union Company's boats trading into and out of the various ports in New Zealand 470 seamen, excluding officers; and in the engine-room department, also excluding officers, there are 477 firemen, greasers, and trimmers. The proportion is as nearly as possible even, and is, if anything, in favour of the firemen, greasers, and trimmers. The total number of deck-hands, including in this division the officers and pursers, is 759, and of engine-room hands, including the engineers, is 664, there being apparently a greater proportion of officers to men on deck than in the engine-room department. But these figures show that, contrasting the number of able and ordinary seamen with that of firemen, greasers, and trimmers, the latter class slightly outnumber the former; and the relative proportion of the one class to the other is no doubt substantially the same on boats outside the Union Company's fleet. It appears to us, therefore, that there is not the disparity in numbers which Mr. Jellicoe has suggested, and that there is no substantial reason for the statement that the interests of the firemen are subordinated to those of the seamen. Awards of the Court have on three separate occasions been made settling the seamen's disputes arising in the colony since 1894. In each of these disputes the wages, hours, and conditions of service of the firemen, greasers, and trimmers were exhaustively examined, and form a material part of the various awards made by the Court. At the present time the firemen, greasers, and trimmers are working under an award which is still current. There has been an assertion, without proof, that the interests of these men have suffered. In our opinion there is no ground for such an assertion, and in the material placed before us in this appeal there is a clear indication that the great majority of the firemen, greasers, and trimmers are against the opinions expressed by Mr. Jellicoe or the witnesses called in support of the appeal. We hold, therefore, that the appellant has failed to establish paragraphs (c), (d), (e), and (g) of the notice of appeal.

There remains for consideration paragraph (f), which alleges that the appellant union will be open to firemen wherever employed. Mr. Jellicoe's contention is that, as firemen are employed on shore as well as on ships, and as the appellant union is open to men whether working on shipboard or ashore, it is entitled to be registered. We have already pointed out that out of the one hundred names stated as the members of the appellant union only eight are employed ashore, and that the appellant union is substantially and almost entirely composed of men employed on steamboats. Shore firemen, it is evident, have not shown any desire to identify themselves with the appellant union. The policy of the Legislature is against the needless multiplicity of unions, and no evidence whatever has been adduced by the appellant to rebut the presumption that there are not already existing unions to which firemen working ashore can conveniently belong. We have already regulated firemen's wages in the various sawmills and woodworking factories in this district in a general award dealing with all the men engaged in the industry, and there is no reason why this course should not be followed in other industries. It is certainly more convenient for both masters and men that for each particular industry all the men employed in an establishment should come under one award.

In our opinion, the appellant union has failed to establish any of the grounds of the appeal, and we dismiss the appeal, and report to the Registrar that it is the opinion of the Court that the Registrar's refusal to register the appellant union should be insisted on.

We do not think we can make any order for costs.

THEO. COOPER, J., President.

(548.) WELLINGTON SEAMEN.—INTERPRETATION OF AWARD.

Re the s.s. "*Rotomahana*."

THE facts stated for the opinion of the Court in respect to this matter are that the s.s. "*Rotomahana*" left Wellington on an excursion to Picton at 8 o'clock on the morning of Boxing Day, and arrived back at Wellington at 9.30 p.m. The ship was actually away on the excursion for thirteen hours and a half. The union claim that under the award, clause 31, the men are entitled to be paid at schedule rates overtime for the time worked on the holiday prior to the vessel leaving on the excursion, and at the rate of 1s. per hour for the time the vessel was employed on the excursion. The company contend that the men should only be paid for the time actually "worked" by the men while on board the vessel during the excursion.

Clause 31 of the Wellington award provides that when the crew is required to attend on duty to be employed on an excursion on any of the stated holidays overtime shall be paid to the whole crew for the time so employed at the rate of 1s. per hour, and not less than 4s. per man, the said sum of 4s. being the minimum amount

to be paid to the men for the time so employed. Firemen getting up steam before the ship leaves the port shall also be paid for the time so employed.

Under clause 33, Boxing Day is to be observed as a public holiday if the ship is in port, and the men are therefore under clause 33 (unless required to attend under clause 31) relieved from duty on that day. Clause 31 is clear in its terms. It provides a payment of 1s. per hour to those of the crew who are required to attend on duty to be employed on an excursion, and this payment is compensation for the loss of the holiday which the crew would otherwise have had. The measure of the time so employed is not the actual time any individual man is engaged in work while the ship is away on the excursion, but the time the ship is employed on the excursion, that period being the time during which the men are required to attend on duty to be employed on the excursion, and which they would otherwise have been entitled to have free from duty and from the ship if the ship remained in port.

The contention of the union is therefore correct.

THEO. COOPER, J., President.

Re the s.s. "Penguin."

The facts in this matter are that the "Penguin" arrived in Wellington at 10 p.m. on New Year's Eve. She left Wellington for Picton at 12.35 p.m. on New Year's Day, arrived at Picton at 5 p.m., and left again at 11.30 p.m. on New Year's Day. Half an hour was occupied by the men in taking in mails and luggage prior to the vessel leaving the Wellington wharf on New Year's Day, and half an hour was occupied by the men in discharging and taking in mails and luggage and also shipping a yacht after arrival at Picton on New Year's Day. The union contend that the crew are entitled to be paid overtime under clause 32, and that the "Penguin" "worked" the Ports of Wellington and Picton on New Year's Day.

The contention of the union is not correct. A vessel does not "work" a port unless she either takes in or discharges cargo. The "Penguin" did not "work" the Port of Wellington on New Year's Day, the mere taking-in of mails and passengers' luggage not amounting to a "working" of the port. It is unnecessary to decide whether the few minutes occupied by the men in shipping the yacht at Picton—the whole time engaged in shipping the mails, luggage, and the yacht not exceeding the half-hour—amounted to a "working" of the Port of Picton, because in order to come within clause 32 of the award more than one port must be worked on the holiday.

We therefore decide that clause 32 does not apply to the present case.

THEO. COOPER, J., President.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(549.) DUNEDIN RANGE-WORKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 17th day of January, 1903, between the Dunedin Range-workers' Industrial Union of Workers, on the one part, and Messrs. H. E. Shacklock and Co., Barningham and Co., and Brinsley and Co., range-makers, of Dunedin, on the other part, is to observe the following conditions of labour:—

1. The number of working-hours per week shall not exceed forty-eight—four and a quarter hours only to be worked on Saturday, and not more than eight and three-quarter hours ordinary time to be worked on any one day.

2. Extra time may be worked when required, and shall be classed and paid for as overtime at the following rates: Time and a quarter for the first two hours; time and a half for every subsequent hour; double time shall be paid for all work done on Saturday afternoon, Sundays, New Year's Day, Good Friday, Easter Monday, Sovereign's birthday, Labour Day and Christmas Day.

3. The minimum rate of wages for range fitters and polishers shall be 9s. per day, and for body-fitters and machinists shall be 8s. per day.

4. Any operative engaged at this trade, and being a member of the union, who shall be deemed to be unfit to earn the above rate of wages may have his case referred to a committee consisting of his employer and the secretary, president, and treasurer of the union, and they shall decide what remuneration shall be paid to such operative. In the event of such committee not being able to agree, the case shall be referred to the President of the local Conciliation Board, and his decision shall be final and binding on all parties.

5. The number of boys shall be one to every two journeymen fully employed during the previous six months, and their wages to be at the following rate per week: For the first year, 7s. 6d.; for the second year, 12s. 6d.; for the third year, 17s. 6d.; for the fourth year £1 2s. 6d.; and for the fifth year, £1 10s.

6. That unionists shall have preference of employment, subject to the usual conditions as laid down by the Court of Arbitration.

7. In the event of a man working at a distance from the shop he shall be paid wages while travelling until he returns to the shop.

8. This agreement shall terminate on the 17th January, 1904.

Signed on behalf of the above union	{	EDWARD LOCKSTONE, President.
		WILLIAM HALL, Treasurer.
		JOSEPH BOND, Secretary.

Signed on behalf of the employers	{	H. E. SHACKLOCK (LIMITED),
		Per J. B. Shacklock.
		BARNINGHAM AND CO.
		BRINSLEY AND CO.

(550.) OTAGO COAL-MINERS (ALLANDALE).—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 21st day of January, 1903, between the Allandale Coal Company (Limited) and the Otago Coal-miners' Industrial Union of Workers.

Balloting.

1. All places to be balloted for every three months. A special ballot to take place for headings, levels, and pillars. The mine-manager is to have the option of objecting to men inexperienced in the working of any of these places going in for the same. In the case of blanks being drawn, those drawing them are to ballot for the first place or places to start or which may be vacant. One man to ballot for his place out of two or more, in the same manner as two or more men would ballot for one place. The first man out of a place to start in the first place vacant or to be broken off.

Piecework Rates.

2. Headings, if 8 ft. wide and over, to be paid 1s. 6d. per box or 4s. 6d. per ton, with an increase of 1d. per box or 3d. per ton, for every 2 ft. or part of 2 ft. reduction in width; 1s. 6d. per box or 4s. 6d. per ton for 4 ft. 6 in. in height and over; 1s. 8d. per box or 5s. per ton for 4 ft. and up to 4 ft. 6 in.; 1s. 11d. per box or 5s. 9d. per ton for 3 ft. 6 in. and up to 4 ft.; 2s. 2d. per box or 6s. 6d. per ton for 3 ft. and up to 3 ft. 6 in.

3. Stentons to be paid the same price as headings.

4. Levels to be paid the same price as bords, but the minimum width for two men shall be 7 ft.

5. Back levels to be paid the same price as bords.

6. Bords to be paid 1s. 8d. per box or 3s. 9d. per ton for 4 ft. 6 in. height and over and 12 ft. wide, with an increase of 1d. per box or 3d. per ton for every 2 ft. or part of 2 ft. reduction in width down to 6 ft.; 1s. 5d. per box or 4s. 3d. per ton for 4 ft. in height and up to 4 ft. 6 in.; 1s. 8d. per box or 5s. per ton for 3 ft. 6 in. in height and up to 4 ft.; 1s. 11d. per box or 5s. 9d. per ton for 3 ft. in height and up to 3 ft. 6 in.

7. Pillars: When taken back bodily with two open ends—For 4 ft. 6 in. in height and over, 1s. per box or 3s. per ton; for 4 ft. in height and up to 4 ft. 6 in., 1s. 2d. per box or 3s. 6d. per ton; for 3 ft. 6 in. in height and up to 4 ft., 1s. 6d. per box or 4s. 6d. per ton; for 3 ft. in height and up to 3 ft. 6 in., 1s. 8d. per box or 5s. per ton. When split, to be paid, according to width, the same prices as bords. When worked by strips or lifts, providing the said lifts or strips are not less than 8 ft. wide, 1s. 2d. per box or 3s. 6d. per ton.

8. All stentons and bords 7 ft. and under in width to be single places.

9. Not more than two persons to be employed in one ordinary place, or to have the use of one box only, except by arrangement between the mine-manager and the secretary or local committee of the union, or, in case they cannot come to an agreement, the matter shall be referred to the Chairman of the Conciliation Board for the industrial district, and his decision shall be final.

10. No coal to be worked on shift-wages where piecework rates have been fixed, except as in this agreement provided.

Shift-hours.

11. Eight hours and a half from bank to bank shall constitute a shift, and half an hour to be allowed for meal-hours.

Time allowance for travelling to be arranged between the manager and the local committee of the union.

Shift-wages.

12. Shift-wages to be 10s. per shift.

Engine-drivers' and Firemen's Wages.

13. Engine-drivers to be paid 9s. and firemen 8s. per shift; but this is not to have effect to reduce any existing wage which may be higher than the above amounts.

Truckers' Wages.

14. Truckers to be paid 5s. per day at sixteen years of age, and to receive an advance of 1s. per year to such time as they reach the age of nineteen, when 8s. per day shall be paid; but a special wage less than the wage above mentioned may be fixed for any trucker, lad, or youth by agreement between the mine-manager and the committee of the workers' union.

15. In the event of a vacancy or vacancies occurring in the coal-workings, truckers over nineteen years of age may, with the consent of the management, ballot for said vacancy or vacancies, provided always that in the event of a trucker so balloting the manager shall have the right to call upon him to act in the capacity of trucker at trucker's wages for a term of one year — that is to say, in the event of there being a scarcity of truckers said clause not to apply where a trucker has previously been coal-getting for a period of two years or more.

Trucking Coal.

16. Company to truck coal from foot of jig. No miner to work more than one jig or be compelled to truck more than 30 yards from the face. For all work (except headings where a miner has to use a sprag) where a miner is asked to truck greater distances than above mentioned he shall be paid 1d. per box for the next 25 yards or part thereof, and 2d. per box for the next 25 yards or part thereof. In headings where a sprag has to be used for any trucking beyond the said abovementioned distance from the face, the miners shall be

paid 1d. per box for the next 10 yards or part thereof. In headings where, owing to heavy grade, one man is unable to overtake the trucking his mate shall not be asked to leave the face to assist, but the company shall make provision. This clause, so far as it relates to the extra distances, shall not operate in a district where there is sufficient work to keep a trucker constantly employed.

Deficient and Wet Places.

17. Miners working in deficient places to be paid shift-wages. A deficient place to mean a place driven through faults, faulty coal, soft coal, and extremely hard places. Where deficient places can be worked on tonnage rates, the prices to be arranged between the mine-manager and the committee of the union, provided that if no agreement is come to, or no answer received within fourteen days from the date of the despatch of the letter asking for such arrangement, then the matter may be referred to the Chairman of the Conciliation Board, whose decision as to tonnage rates shall be final.

18. Wet places shall be paid shift-wages for six-hour shifts, and shall mean places where the workman or workmen are standing over the boot-tops in water, or water dripping on top of them to an inconvenient extent.

19. Shift-wages to be paid where a miner has to shift falls, fill mullock, draw timber, or do any work (other than getting coal where piece rates are fixed) in or about the mine.

Stone in Coal.

20. Where stone exists in the coal, not being on top or bottom of the coal, it must be separated from the coal by the miner, and, unless otherwise directed, is to be sent to the surface. Such stone will be paid for as follows : Ordinary hewing rates where the band of stone in the coal is 12 in. or over in width ; where the band is 10 in. in width and up to 12 in., at 2d. per ton beyond ordinary hewing rates ; from 8 to 10 in., 3d. per ton beyond ordinary hewing rates ; from 6 to 8 in., per ton, 4d. beyond ordinary hewing rates ; from 5 to 6 in., per ton, 7d. beyond ordinary hewing rates ; from 3 to 4 in., per ton, 6d. beyond ordinary hewing rates ; from 4 to 5 in., per ton, 8d. beyond ordinary hewing rates ; from 2 to 3 in., per ton, 9d. beyond ordinary hewing rates ; from 1 to 2 in., per ton, 10d. beyond ordinary hewing rates. All bands of stone in the coal under 1 in. in width to be considered as non-separable, and to be sent up with the coal. In places where stone exists on top of the coal, and it is not possible to keep it up, the mine-manager and the local committee of the union shall arrange a price for the separation of such stone. Failing any arrangement between the above parties the work shall be continued on shift-wages, but may be submitted by either party to the Chairman of the Conciliation Board for the industrial district, and his decision shall be final.

Timbering.

21. Ordinary sets, 3d. per foot when put up in the miners' working-face, and when the roof has not to be broken to get the

timber up. If a workman has to set timber back along the road, shift-wages to be paid him. All timber to be cut the required length and put into the working-faces.

Boxes

22. Three boxes of the size now used in the mine filled with coal as at present shall be reckoned as a ton.

23. Boxes are to be fairly distributed throughout the mine.

Workmen's Tools.

24. Workmen's tools to be sharpened free of cost.

Overtime.

25. Where the hours of work for a miner as set forth in this agreement are exceeded, wages shall be paid for such extended hours at not less than one-fourth as much again as the ordinary rate.

Rights of Mine-manager.

26. The mine-manager to have the right to take any man employed in or working about the mine, or any works connected or used therewith, in any capacity, and put him on any work that such mine-manager considers necessary or proper in or about the mine, or any works connected or used therewith.

Rights of Workmen.

27. A representative of the union to be granted leave of absence to attend the business of delegate meetings, due notice to be given to the mine-manager.

28. The representative of the union to be permitted to visit the scene of any accident, or any place over which a dispute may exist between the mine-manager and workmen.

Matters not provided for.

29. Anything not provided for herein is to be arranged between the mine-manager and the committee of the union, or, in case they cannot come to an agreement, the matter shall be referred to the Chairman of the Conciliation Board for the industrial district, and his decision shall be final.

Holidays.

30. Men to have a half-holiday after pay-day during the winter months, and a full holiday after pay-day during the summer months. The following also to be holidays: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

Preference.

31. So long as the rules of the union shall permit any person of good character and sober habits now employed as a miner in this

industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent miner, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case the company shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. This clause shall not apply to the employment of casual labour above ground.

32. The union shall keep at the Shag Point Post-office, or at some other convenient place which may be agreed upon between the local committee of the union and the company for the time being, an "employment-book," wherein shall be entered the names and addresses of all members of the union who shall from time to time be desirous of obtaining employment with the company, with the class of work in which each such member is proficient, and the names, addresses, and occupations of all persons by whom each such member of the union shall have been employed during the preceding one year. Immediately upon any such member ceasing to desire employment with the company, or obtaining employment elsewhere, a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall have not used reasonable efforts to verify the same. Such book shall be open to the company and to its servants without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day. If the union fail to keep the employment-book in the manner required by this clause, then and in such case, and so long as such failure shall continue, the company may employ any person or persons, whether a member or members of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice shall be given by the union in writing to the company when such employment-book is lodged in such place.

33. The company shall not, in the engagement or dismissal of their men, discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union, whether directly or indirectly.

Wages-men unable to earn the Minimum Wage.

34. Any workman who, by reason of old age or physical infirmity, considers himself unable to earn the minimum wage prescribed herein as shift-wages may be employed by the company at such

lesser rate of wages as may be agreed upon between the company, the workman, and the local committee of the union, or which may, in default of such agreement being come to within twenty-four hours after such workman shall have given notice in writing to the said local committee requiring his wages to be so fixed, be fixed in writing by the Chairman of the Conciliation Board for this industrial district, twenty-four hours' notice of such application to such Chairman being first given by the said workman to the said local committee and the company, and both the said local committee and the company shall be entitled to be heard by such Chairman.

Term of Agreement.

35. This agreement shall take effect from the 24th January, 1903, and shall continue in force until the 24th January, 1904.

Signed on behalf of the Allandale Coal Company (Limited)—
JAMES ALLEN, Chairman of Directors.

The common seal of the Allandale Coal Company (Limited) was attached in the presence of—

JAMES ALLEN,
ALLAN MCINTOSH, } Directors.

Witness to the signature of James Allen—F. Graham, Agent for Allen Bros., Dunedin.

Signed for and on behalf of the Otago Coal-miners' Industrial Union of Workers—
DONALD MCINNES.

Witness to the signature of Donald McInnes—J. Hollows, Secretary.

(551.) OTAGO BRICKWORKERS.—INTERPRETATION OF AWARD BY CHAIRMAN OF BOARD.

In the matter of a dispute between the Otago Brickworkers' Industrial Union of Workers and Messrs. C. and W. Shiel.

In this case the Messrs. Shiel, instead of paying the workmen employed in getting the clay for the manufacture of bricks, have entered into a contract with them to supply the clay required at a price per thousand of bricks made therefrom. The union contend that this amounts to the employment of the men on piecework, and that, as no piecework rates are provided in the award, no piecework is allowable. Messrs. Shiel contend that clause 9 of the award contemplates such a course, and that they are within their rights.

Clause 9 is as follows: "If any employer shall sublet any part of his works or plant, the person to whom he shall have sublet the same, shall in all respects abide by and perform all the terms and conditions of this award. If such person shall fail to do so, then both the persons to whom the works or plant are sublet and the person subletting the same shall be liable as for a breach of this

award." The meaning of the word "sublet" in the clause is not very clear, but I am of opinion that it is not intended to apply to such circumstances as arise in the present case, which can only be held to be a substitution of piecework for day-wages. Mr. Shiel urges that as piecework is not prohibited by the award, but is impliedly authorised by the clause referred to, he is entitled to carry on the system he has instituted. He was also prepared to adduce evidence that the men earned as much as the prescribed wages, and were satisfied with the arrangement. Unfortunately that aspect of the question cannot be considered.

What I have to decide is, Does the award allow of piecework being substituted for day's wages? I am of opinion that it does not. It is probably true that in the present instance the men make as much, possibly more, than the authorised wages; but if piecework were allowed without a tariff being fixed by the award for such work it would open the door to the evasion of the award, and enable men to be employed in that way at such rates as might yield less than the fixed scale of wages. The decision of the Court in the case against the Fortification Railway and Coal Company shows that work carried on otherwise than in the mode fixed by the award even where the rate of wages is not affected, is not allowable. I therefore decide that the contention of the union, that Messrs. Shiels' method of winning the clay by piecework is in contravention of the award, is correct.

A. BATHGATE, Chairman, Conciliation Board.

17th February, 1903.

(552.) OTAGO DREDGEMEN.—INTERPRETATION OF AWARD.

THE question submitted to the Court for its decision by the parties in this matter arises on clause 6 of the award. The Otago and Golden Treasure are dredges working at Miller's Flat, and the dredgemasters contend that the clause in question does not entitle the winchmen to have their shifts go round.

The clause is clear and definite in its terms, and is incapable of any other meaning than that the only class exempted from the words "all shifts shall go round" are the engineers and firemen employed on the dredges on the Molyneux and Kawarau. In this respect the Court followed the recommendation of the Board of Conciliation, which was also clear and precise in its terms.

When the matter was before the Court the only contest was whether the shifts of the firemen and engineers should go round, the union objecting to the recommendation of the Board in that respect and the employers supporting it. It was never suggested at the hearing that the exception to the rule as set out in the Board's recommendation should include winchmen, and the Court excepted only engineers and firemen.

Our answer to the question is that the shifts must, in respect to the winchmen employed on these dredges, go round. The award is incapable of any other meaning.

THEO. COOPER, J., President.

CASES SETTLED OUT OF COURT.

The following cases were settled out of Court by the Department of Labour acting as arbitrators :—

Levy and Co., tailors, Wellington : Breaches of the award in the tailoring trade ; settled by payment of fine of £5, to be paid to the funds of the union, and engaging to pay the log rates in future.

Jones and Co., tailors, Wanganui : Breaches of agreement in the tailoring trade ; settled by payment of fine of £4, to be paid to the funds of the union, by discharging non-union men and employing unionists in terms of the agreement.

FILED IN APRIL.

NORTHERN INDUSTRIAL DISTRICT.

(553.) AUCKLAND BRICKWORKERS.—RECOMMENDATIONS.

Before the Board of Conciliation for the Northern Industrial District.—In the matter of an industrial dispute between Carder Bros., Ponsonby ; W. Exler, Avondale ; R. O. Clark, Hobsonville ; R. and R. Duder, Devonport ; Avondale Brick and Pottery Company, Auckland ; and the Auckland Brick and Pottery and Clay Workers' Industrial Union of Workers, and of a reference thereof for settlement.

THE Board, having been satisfied as to its jurisdiction, and having inquired into this industrial dispute, and heard the evidence therein, unanimously makes the following recommendations :—

Hours of Work.

1. The week's work shall consist of not more than forty-eight hours' work, except in the case of burners, who may be required to work shifts not exceeding twelve hours while the burning is going on.

The daily hours shall be regulated according to the custom of each establishment, and any dispute arising in connection with the arrangement of such hours shall be settled in the manner hereinafter prescribed for the settlement of such disputes.

Nothing herein contained shall be deemed to prevent employers and their men from so arranging their hours that a Saturday half-holiday may be kept, or from working a less number of hours than forty-eight per week if any employer shall think fit so to do.

Except in the case of burners, the day's work shall not in cases where a Saturday half-holiday is not observed exceed eight hours' work. In cases where a Saturday half-holiday is kept the day's work shall not exceed, for the days from Monday to Friday, both inclusive, eight hours and three-quarters, and four hours and a quarter on Saturday. Such hours may be worked by shifts either by night or day.

Workers shall not be required to work continuously for more than five hours without an interval of at least three-quarters of an hour for a meal.

Minimum Wages.

2. The following shall be the minimum rate of wages to be paid by employers to their workers :—

Fireclay and ornamental brick and tile and pipe workers and flangers, 1s. 2d. per hour; junction stickers and moulders, 1s. 1d. per hour when so employed; competent burners in any kiln, 10½d. per hour. All other labour for workers over the age of twenty-two years shall be 1s. per hour in works where the men are not constantly employed, and £2 5s. per week where the employment is constant.

Constant employment shall be deemed to be weekly employment, and no deduction shall be made except for time lost by a worker by his own default.

Workers under and up to twenty-two years : Sixteen to seventeen years of age, 15s. per week; seventeen to eighteen, 18s. per week; eighteen to nineteen, £1 1s. per week; nineteen to twenty, £1 4s. per week (these workers shall be deemed to be weekly hands, and only time lost through their own default shall be deducted from their weekly wage); twenty to twenty-one, 7½d. per hour; twenty-one to twenty-two, 10½d. per hour.

Overtime.

3. Overtime shall be paid for at the rate of time and a quarter. Overtime to youths up to the age of twenty years, 9d. per hour. Each day shall stand alone for the purpose of reckoning overtime. The provisions of this clause shall not apply to workers whose duty it is to get up steam for the time necessarily occupied in getting up steam.

Holidays.

4. The following shall be the recognised holidays: Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

Work done on Good Friday and Christmas shall be paid for at the rate of time and a half, and on other holidays at the rate of time and a quarter.

Work done on Sundays shall be paid for at the rate of time and a half. No extra rates shall be paid to burners for necessary attendance in burning on Sundays and holidays.

Workmen unable to earn the Minimum Wage.

5. Any workman who may consider himself incapable of earning the minimum rate of wages for his age or class of work may be paid such less wage (if any) as may from time to time be agreed upon in writing between the president or secretary of the union, the employer from whom employment is sought, and the worker, and in default of such agreement, as may from time to time be fixed in writing by the Chairman of the Conciliation Board for this industrial district, twenty-four hours' notice in writing of the application to the Chairman being first given to the secretary of the union by the said worker, and the said secretary and employer shall each be entitled to be heard by the Chairman.

Preference.

6. Employers shall not discriminate against unionists, nor in the engagement or dismissal of their hands or in the conduct of their business do anything for the purpose of injuring the union, either directly or indirectly.

When members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

General.

7. All matters of dispute between the parties arising under these recommendations shall be settled by agreement between the particular employer concerned and the president or secretary of the union, and in default of such agreement being arrived at, then such matter shall be referred to the Chairman of the Conciliation Board for decision.

8. The recommendations of the Board shall not apply to William Exler so long as he only employs John Ringrose under present conditions.

9. These recommendations to take effect from the 27th day of April, 1903, until the 16th day of February, 1905.

GEORGE BURGESS,
Chairman of the Conciliation Board for the Northern
Industrial District.

(554. WAIKATO COAL-MINERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Waikato Coal-miners' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): the Taupiri Coal-mines Limited, the Union Collieries (Limited).

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 7th day of March, 1903, and shall continue in force until the 7th day of March, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 28th day of February, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. That the hours of labour for underground workers shall be in accordance with clause 6 of "The Coal-miners' Amendment Act, 1901," excepting that on Saturday the mines shall cease work at 2.30 p.m., the hours of starting to be mutually agreed upon.

Cavilling.

2. That the places be drawn-for every three months. The mines to be cavilled alternate fortnights in January, April, July, and October. The places to be numbered in the mine in consecutive order, dividing the mines into districts if more than ten pairs of men are engaged in the mine. If there be more than one pair of men to shift from any district at one time they cavil for fresh places.

Men wishing to change mates can do so at cavilling. Any place not having fourteen days' work in it at the time of cavilling must have another place cavilled along with it so far as practicable. When the men are working on coal and the requirements of the trade necessitate a suspension of work, one day's notice to be given to the men working before they are called on to shift. Men to have the right to return and clean the place before the termination of the cavil. Any place rendered vacant by the men double-shifting, such place may be manned by other men during their absence.

Two representatives of the union may scrutinise cavilling.

Special Work.

3. Should the manager have any special work he must call for volunteers three clear days before the cavil, and must state dimensions of places. Should there be more volunteers than required for any special place those unsuccessful may be cast in the general cavil, or the place be worked by shift at the option of the manager.

Should any miner not make 9s. per day through stone or fault of any kind coming in the mine, this shall be termed "a deficient place," and be worked on shift-wages, the manager having the option to select the men. The manager to have the right to drive mullocky headings by shift-work. Special places may be started at any time by giving three clear days' notice for volunteers.

Double-shifting.

4. Should the manager require to double-shift any place, the men in the place to choose their own mates within two days after having notice from the manager, and should they fail to find mates in the given time the manager shall find them. The men to receive 2d. per ton extra for being double-shifted. If three men are put in a bord they shall be paid 1d. per ton extra. If a heading be double-shifted there shall be in addition to the extra tonnage 6d. per foot. No place (except special or emergency) shall work idle days without sanction from the union executive.

Trucking.

5. All trucking shall be done by the company.

Yardage Rates, &c.

6. All places not exceeding 64 ft. in area shall be paid 6s. per yard; from 64 ft. to 80 ft., 4s. 6d. per yard. Bords 14 ft. wide up to 7 ft. high, 3s. per yard; bords 14 ft. wide, 7 ft. high and up to 8 ft. 6 in. high, 2s. per yard. Low bords: 6 ft. high bords shall be worked at shift-wages of 9s. per shift. Such bords may, however, be worked at such tonnage rates as may from time to time be mutually agreed upon in writing by the president of the union and the manager of the company. Ribbing, or taking off side coal, up to 3 ft., 1s. 6d. per yard. Opening out bords, 1s. per foot. Piercing-up, 1s. per foot up to 8 ft. 6 in. high, measuring square across and

perpendicular. Wet work (when not dealt with under clause 17), 1s. 6d. per yard extra. Top or bottom coal under 3 ft. in thickness for bord width 14 ft., 2s. per yard; above 3 ft. in thickness no yardage shall be paid unless the bord is under 10 ft. in width, when 1s. per yard shall be paid. Cutting drains in coal, 6d. per yard; in fireclay, 9d. per yard.

Miners taken from the Face, &c.

7. When men leave or are taken from the face their turn ceases. If a miner be taken from the coal by the manager to do any kind of odd work he shall be paid at the rate of 9s. per day, and 1s. 6d. per hour for overtime, and time and a half for Sunday. If boys are taken from the coal who do not receive full turn they shall be paid according to their turn on the coal.

Timbering to be paid for as follows: Props up to 8 ft., 1s.; over that height, 2d. per foot; sets of timber up to 6 ft. by 6 ft., 3s. per set. Over these dimensions special arrangements.

Truckers' Wage.

8. Truckers shall be paid the following rates: From sixteen to seventeen years of age, 4s. per day for the first three months, and thereafter 5s. per day; from seventeen to eighteen years of age, if without three months' prior experience, 5s. per day for the first three months, and thereafter 6s. per day; if with three months' prior experience they shall be paid 6s. per day. From eighteen to nineteen years of age, if without three months' prior experience, 6s. per day for the first three months, and thereafter 7s. per day; if with three months' prior experience they shall be paid 7s. per day. Nineteen years of age and over, if without prior experience, 7s. per day for the first three months, and thereafter 8s. per day. Experienced truckers over the age of nineteen years shall be paid 8s. per day.

Minimum Wages for other Underground Workers.

9. Miners, 9s. per shift; roadmen, 8s. 6d. per shift; bankers-off, 8s. per shift; onsetters, 8s. per shift; horse-drivers, 7s. per day. Youths up to the age of seventeen years employed as horse-drivers, or for any other class of work not coming within clause 8 hereof, shall be paid from 4s. to 6s. per day, according to experience and ability.

Tonnage Rates.

10. The following shall be the tonnage rates payable under the present system of working: Ralph's Mine—household coal, 2s. 9d. per ton; steam coal, 2s. 3d. per ton; in the Kimihia Mine, 2s. per ton through; in the Extended Mine, 2s. per ton through.

2s. per ton to be paid for fireclay. Where the riddles are used, 1s. per tub to be paid for all unsaleable coal or mullock, band or clod, whether filled in or thrown back; 6d. per ton to be paid for all slack in excess of one tub of slack for every two tubs of steam.

In the event of riddling in the mines being abolished, the tonnage rates shall be such as shall be mutually agreed upon between the company and the officials of the union under the provisions of clause 30 of this award, or, in default of such agreement being come to, as shall be fixed by this Court upon the application of any party to this award.

Laying Roads and sharpening Tools.

11. Miners to lay all roads in their bords.

The company to sharpen all miners' tools.

The company to do their utmost to provide materials as required.

12. Boring in roof, 4d. per foot up to 12 ft. ; 12 ft. and upwards, 6d. per foot ; boring in floor, 9d. per foot for the first 3ft. ; after that, 1s. per foot.

Deficient Places.

13. These are already dealt with in clause 3 of this award.

Tamping.

14. The company shall provide tamping, and place if convenient for the truckers to take to the face.

Unclaimed Skips.

15. All unclaimed skips to go to the Checkweigh Fund.

Benching.

16. Miners to have the option to bench in bords up to 13 ft. high.

Wet Work.

17. All wet places shall be six hours' shifts in the face, and full shift-wages shall be paid therefor. If any dispute arises as to whether a place is a wet place, such dispute shall be decided by the manager and a union representative. Failing to agree, they shall appoint an umpire, whose decision shall be final.

Provision for Truckers going on the Coal.

18. In the event of a vacancy or vacancies occurring in the coal, truckers over the age of nineteen years may, with the consent of the manager, ballot for such vacancy or vacancies.

Men ceasing to act as Checkweighers.

19. Miners who have been legally balloted in as checkweighers, and who, after having served a term or terms, get balloted out, shall be eligible to ballot for any vacancy or vacancies occurring in coal.

Shiftmen's Tools.

20. The company to provide all tools for shiftmen ; each man to be responsible for his own tools.

Regulation of Turns.

21. The turn of trucks throughout the mine to be regulated as evenly as possible.

Accidents.

22. Miners' representatives to be permitted to visit the scene of any accident with the manager. The name of the representative to be lodged with the mine-manager.

Wages for Surface Hands.

23. The following shall be the minimum rates of wages to be paid to surface hands: Bracemen, 8s. per day; tippers, 8s. per day; blacksmiths, 9s. per day. Engine-drivers: If the work which the driver is required to do necessitates his holding, under "The Inspection of Machinery Act, 1902," a first-class certificate, then, if he hold a first-class certificate of competency he shall be paid 10s. per day; if he hold a first-class certificate of service he shall be paid 9s. per day. If the work which he is required to do necessitates his holding, under the said Act, a second-class certificate, he shall be paid 9s. per day if he hold a second-class certificate of competency, and 8s. per day if he hold a second-class certificate of service. Under-certificated engine-drivers and firemen, 7s. 6d. per day. Carpenters, 9s. per day. Boys up to eighteen years of age, 3s. to 6s. per day, according to experience and ability. Labourers, 7s. per day.

Hours of Work for Surface Workers.

24. The hours of work for surface workers shall be those now observed.

Incapable Workers.

25. If any worker is from any cause unable to earn the minimum wage provided by this award for any class of work for which he may desire employment, such worker may be employed at such lesser wage as may be agreed upon in writing by the representatives of the union and the mine-manager for the time being of the company.

Overtime, and Cleaning Boilers, Flues, and Sumphs.

26. Overtime shall be paid for at the rate of time and a quarter. Time and a half for Sundays.

When cleaning out boilers, flues, sumph-holes, six hours to constitute a shift when actually working in the boilers, flues, or sumphs.

Holidays.

27. The following shall be the recognised holidays: Good Friday, Easter Monday, King's Birthday, Labour Day (or such day as may be substituted by agreement therefor), Christmas Day, 26th December, 24th or 27th December (as may be arranged), 1st and 2nd January.

Double time shall be paid for Good Friday, Christmas Day, and New Year's Day, and ordinary time for the other days, to men employed.

Tokens.

28. The company to find all tokens and strings.

Notice to be given.

29. A fortnight's notice to be given before a man is discharged, and *vice versa*.

Disputes.

30. Should any matter or dispute arise during the term of this award, and not herein provided for, such matter or dispute shall be referred to the manager and officials of the union with the view to coming to terms.

Preference.

31. So long as the rules of the union shall permit any person of good character and sober habits now employed in a coal-mine in this industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent worker, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. This clause shall not apply to the employment of casual labour above ground.

32. The union shall keep at the Huntly Post-office, or such other convenient place as may be agreed upon between the president of the union and the mine-manager of the Taupiri Coal Company, an employment-book wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the class of work in which each such member is proficient, and the names, addresses, and occupations of all persons by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to the inspection of the company or its servants without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, the company may employ any person or persons, whether a member or members of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions

33. Nothing in clause 31 contained shall be deemed to prevent the continued employment of men in the company's service who are not now members of the union, although they may not hereafter become members of the union.

34. The company shall not, in the engagement or dismissal of their men, discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union, whether directly or indirectly.

35. When members of the union and non-members are employed together there shall be no distinction between them, and they shall work together in harmony, and shall receive equal pay for equal work.

The following special conditions shall apply to the Union Collieries Company (Limited):—

36. Clause 1 of this award shall extend to and bind the said company. Clause 2 of this award shall extend to and bind the said company, the words "alternate fortnights" in the second sentence in such clause being omitted. Clauses 3 and 4 of this award shall extend to and bind the said company. Clause 7 shall extend to and bind the said company. Clause 8 shall extend to and bind the said company in respect to any truckers employed by the said company.

37. The said company shall pay to the shift-men employed by them aboveground and underground the rates of wages severally set forth in this award.

38. Clauses 11, 14, and 15 (if checkweighs are employed), 17, 18, and 19 (if checkweighs are employed), 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 shall extend to and bind the said company. With regard to clause 32, the said company or its servants shall have the right of inspection of the employment-book set forth in that clause. Notice of the place where such employment-book is kept (if it shall not be at the Huntly Post-office) shall be given to the said company. Clauses 33, 34, and 35 shall extend to and bind the company.

39. The hewing rates, yardage rates, and piece rates now paid in this mine shall continue as at present, or such other rates as may be mutually arranged between the mine-manager and the president of the union.

40. Any other matter not dealt with herein may be arranged under the provisions of clause 30 of this award.

41. Leave is reserved to both the union and the said company to apply to the Court at any time after the 31st day of December, 1903, to settle and prescribe hewing and yardage rates.

Term of Award.

42. This award shall, as regards all parties hereto, take effect from the 7th day of March, 1903, and shall continue in force until the 7th day of March, 1905.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand this 28th day of February, 1903 (the time for making this award having first been duly extended until the 3rd day of March, 1903).

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

During the hearing of this dispute many of the clauses contained in the demands were, after conferences, agreed upon, and the conditions thus agreed upon reduced into writing and signed by the parties.

These clauses have been duly inserted in the award. They are clauses 1 (hours of labour), 2 (cavilling), 3 (special work), 4 (double-shifting), 11 (laying roads and sharpening tools), 12 (boring), 14 (tamping), 15 (unclaimed skips), 16 (benching), 17 (wet work), 20 (shiftmen's tools), 21 (regulation of turns), 22 (accidents), 25 (incapable workers), 26 (overtime, and cleaning boilers and flues), 27 (holidays), 28 (tokens), 29 (notices of dismissal and leaving), and 30 (the provision for settling disputes). Clauses 27 and 29 of the demands it was agreed should be struck out. The manner of working "low bords" was also agreed upon, and the provision for this is accordingly made in the award. In regard to overtime, the only question left unsettled was whether the men who were engaged in pumping on Sundays should receive extra pay for Sunday work. This they have hitherto received, and we do not consider that the present practice should be altered.

The principal questions left unsettled were the tonnage rates, the yardage rates, what should be the shift-wages for miners, the wages for truckers, and the minimum wages for men other than miners employed in and about the mine.

We fix the shift-wages for miners at 9s. per shift. That is the standard rate now paid in the mine under the industrial agreement which came into force on the 1st January, 1900, and which expired last year. The union, in clause 11 of their present demands, recognise that the minimum net wage which a miner should make on tonnage rates in this district is 9s. a day, and, although they ask that shift-wages for a miner should be fixed at 10s. a day, we do not think, after carefully considering the circumstances of and the evidence adduced in the present case, that we are justified in increasing the present standard rate. The tonnage and yardage rates depend mainly upon the standard rate for shift-wages for the miner. If that rate is 9s. a day, then, if the hewing rates permit a fair average workman to earn a net minimum amount of 9s. a day, such rates may, we think, be considered fair.

Returns have been put in by the company showing in abstract form that the miners are generally making, at the present hewing rates, more than this net wage. These returns have been examined and criticized by the representatives of the union, and they have

disputed their correctness. We have therefore required the company to produce for our inspection the original wages-sheets for each pay-day during the whole of last year, showing the individual earnings of each miner working in the three mines of the company, and the deductions made from each pay. These deductions do not show the amounts expended for powder and mining requisites, but we have taken these expenses into consideration in arriving at what we believe to be the average earnings of the miner; and after a careful examination of these pay-sheets we are of opinion that the tonnage rates at present paid, and the yardage rates fixed under the industrial agreement, enable a miner of average skill to make a net wage of about 9s. a shift. And this is, in fact, borne out by the majority of the witnesses called for the union. We therefore think that, tested by the standard of a shift-wage of 9s. a day, the present hewing rates and yardage rates are upon a fair and reasonable basis.

In January, 1900, an industrial agreement came into operation. This was the outcome of a dispute which was heard by the Board of Conciliation in November, 1899. The Board then recommended considerable increases in the hewing rate theretofore paid by the company, and the agreement is almost identical with the Board's recommendations. In consequence of such increase the company raised the price of coal. The result of the company's operations since this industrial agreement is that, although the price of coal has been raised by them, the whole of the increased return has been absorbed in the increased cost of production, and the figures appearing in their published balance-sheets show a decrease now amounting to about 4,000 tons in their year's production and sales as compared with the production and sales for the year ending 31st March, 1900. Their last balance-sheet also shows that the dividend of $7\frac{1}{2}$ per cent. paid to the shareholders on the paid-up capital of £72,000 absorbed all the profits of the company with the exception of a sum of £494 written off for depreciation of machinery, while nothing was appropriated for depreciation of the mine. On these figures it does not appear to us that the employees of the company have been underpaid, and the operations of the company will not permit them to pay a higher rate and obtain any reasonable return for the capital invested. The representatives of the union have contended that the company can again raise the price of coal. The representatives of the company submit that this cannot be either fairly or safely done, and the results of the last increase in prices, the whole of which has been absorbed by the increased cost of winning the coal, have been a decreased output and reduced profits. We do not consider the workers are at present unfairly paid. They would, no doubt, as one of their witnesses very honestly stated, like to get a little more if they can, but the circumstances of this industry do not in our opinion justify us in making any further increase in wages.

We have placed the truckers' wages on a scale according to age. We were asked by the union to abolish riddling. This we cannot

do. As the company, at the hearing, have stated that they are contemplating the erection of screens, we have made a provision in the award that, in the event of the system of mining being altered by the abolition by the company of riddles, the hewing rates shall then be arranged by mutual agreement, or, failing such agreement, by the Court on the application of either party.

With regard to the Union Collieries Company, no sufficient data has been placed before us to enable us to fix the tonnage rates. No doubt the reason is that the mine is only just starting operations. We have, therefore, while making the award generally applicable to this mine, prescribed no tonnage rates, the present rates to remain as they are pending further application to the Court, if necessary, under clause 41 of this award.

We grant preference of employment to the union. Preference has been given to the Coal-miners' Unions throughout the colony, and there is no special reason for exempting this district. The award will take effect from the 7th March.

THEO. COOPER, J., President.

(555.) GISBORNE CARPENTERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Branch and the Gisborne Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Unions of Workers (hereinafter called "the workers' unions") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): The Gisborne Builders and Contractors' Industrial Union of Employers (hereinafter called "the employers' union"); W. H. Clayton, Gisborne; W. O. Skeet, Gisborne; Webb and Sons, Gisborne; E. Good, Gisborne; Mackrell and Colley, Gisborne; M. Haisman, Gisborne; C. Neild, Gisborne; F. Stafford, Gisborne; and the following other employers joined as parties hereto by the Court: Robb Bros., Gisborne; McConnochie and McGilvary, Gisborne; Charles Wood, Gisborne; Bartlett and Batey, Gisborne; John East, Gisborne; D. Tait, Gisborne; James Queenan, Gisborne; H. J. Reed, Gisborne; Nelson Bros. Freezing Company, Gisborne; Gisborne Sheep-farmers' Frozen Meat Company, Gisborne.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of

the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 28th day of March, 1903, and shall continue in force until the 31st day of March, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 14th day of March, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. The recognised hours of work of journeymen carpenters and joiners shall not exceed forty-seven hours' work a week, and shall be between the hours of 7 a.m. and 5 p.m. on Mondays to Fridays (both inclusive) and 7 a.m. to 1 p.m. on Saturdays. Within the limits of these hours employers shall be at liberty to arrange the hours for commencing and ceasing work according to the requirements of their business, but so that the total number of hours to be worked in any one week without payment of overtime shall not exceed forty-seven.

Minimum Wages.

2. That, except as mentioned in clause 3 hereof, all journeymen carpenters and joiners shall be paid a minimum wage of 1s. 3d. per hour for any work done on any day (except on the days herein-after mentioned) during the recognised hours of work.

Workmen unable to earn the Minimum Wage.

3. Any workman who may consider himself unable to earn the minimum wage hereinbefore prescribed may be paid such less wage

as shall be from time to time agreed upon in writing between such workman, his employer, and the president or secretary of the local branch of the workers' union; or, in default of such agreement after twenty-four hours' notice in writing by such workman to the secretary of the local union, as shall be fixed by the Stipendiary Magistrate for the Gisborne District; and twenty-four hours' notice of the application to such Stipendiary Magistrate shall be given by such workman to the said secretary, who shall, as well as the employer or proposed employer of such workman, be entitled to be heard by such Stipendiary Magistrate. Any workman whose wage shall have been so agreed upon or fixed may work for and be employed by any employer for such lesser wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until his wage shall have been again fixed in the manner prescribed by this clause after fourteen days' notice in writing shall have been given to him by the secretary of the local union requiring his wage to be again agreed upon or fixed in the manner prescribed under the provisions of this clause.

Piecework and Subletting.

4. That, except in respect of stair-building, no carpenter or joiner shall be paid by piecework. No employer shall sublet his work, labour only.

Overtime.

5. All time worked beyond the recognised hours of labour as hereinbefore mentioned shall be considered overtime (subject nevertheless to the provisions of clause 10 hereof relating to country work), and shall be paid for at the rate of time and a quarter for time worked after the ordinary hour for ceasing work and up to 8 p.m.; at the rate of time and a half for time worked between the hours of 8 p.m. and midnight; and at the rate of double time between the hours of midnight and the ordinary time for commencing the day's work.

Holidays.

6. Work required to be done on New Year's Day, Easter Monday, Labour Day, and the King's Birthday shall be paid for at the rate of time and a quarter from the ordinary hour for commencing work up to 10 a.m., time and a half from 10 a.m. up to midnight, and double time from midnight to the ordinary hour for commencing work. Work required to be done on Sunday, Christmas Day, and Good Friday shall be paid for at the rate of double time.

Suburban Work.

7. Every workman shall be at the place where the work is required to be done at the hour appointed for the commencement of the work, but if such work is to be performed elsewhere than at the shop of the employer, and over two miles from the Jubilee Firebell,

Gisborne, it shall be considered to be suburban work, and journeymen employed thereon shall be allowed and paid for the time which would be reasonably occupied by them in walking to and from such work by the nearest way available for foot-passengers, or they shall be conveyed to and from such work at the cost of the employer; but no journeyman residing within two miles by the nearest convenient way of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

Country Work.

8. Work performed at such a distance from the shop of the employer that the journeyman employed cannot return to the shop of his employer or to his own place of abode on the same day shall be considered country work.

9. Every journeyman engaged upon country work within the meaning of clause 8 hereof shall be paid, in addition to his ordinary wages, a further sum of 1s. for each and every day while he is so employed. He shall also be paid his reasonable travelling-expenses in going to and returning from such work, but once only during the continuance of the job, unless he shall be recalled and again sent back by his employer. He shall also be paid at the rate of his ordinary wage for the time occupied by him in travelling to the place where such work is to be done, but for eight hours only during each day occupied in travelling, although he may be actually engaged in travelling for more than eight hours on any such day.

10. Notwithstanding anything in this award contained, any employer may agree with any workman employed by him on a country job that the hours of work shall be other than those hereinbefore prescribed, without payment of overtime rates, but so that not less than the minimum wage per hour prescribed by this award for ordinary work shall be paid to such workman.

Tools, &c.

11. Where work is performed elsewhere than at the place of business of the employer he shall provide upon the premises where the work is performed a properly secured place for the tools of the journeymen employed by him upon such work, and reasonable sanitary conveniences for the use of such journeymen.

12. Every employer shall provide and keep a suitable grindstone for the use of his journeymen, and every journeyman shall at all times keep his tools in proper order.

13. When men who have been employed for not less than four weeks are discharged one hour shall be allowed them to put their tools in order.

Payment of Wages.

14. All wages shall be paid fortnightly either on the work or at the employer's place of business.

Apprentices.

14. No limitation shall be put upon the number of apprentices. All apprentices taken on after this date shall be bound by deed of apprenticeship, and the period of apprenticeship shall be five years. A copy of such deed shall be filed with the local union. Arrangements now in existence between apprentices and employers shall not be prejudiced, and such apprentices may complete their period of apprenticeship without a deed of apprenticeship, but it shall be incumbent upon the employer of any such apprentice to give notice in writing within one calendar month from the date of this award to the secretary of the local union of the name of such apprentice and of the period when his service began and when it is to end.

15. Any employer before taking a youth as apprentice shall be entitled to employ him for three months on probation. If at the end of such probation the employer shall continue to employ such youth, then such youth shall be legally apprenticed under the provisions of this award, and in such case the said period of three months shall be reckoned as part of the period of apprenticeship prescribed by this award.

Wages for Apprentices.

16. The wages to be paid to apprentices shall be as follow : During the first year of apprenticeship, not less than 5s. per week ; during the second year, not less than 10s. per week ; during the third year, not less than 15s. per week ; during the fourth year, not less than £1 per week ; and during the fifth year, not less than £1 5s. per week.

Existing Contracts.

17. Notwithstanding the provisions of this award, journeymen may be employed by and work for any employer for the purpose of completing any contract by which such employer may be bound and which was on the 11th day of March, 1903, uncompleted, and by which any employer was prior to the said 11th day of March, 1903, bound ; and it shall be lawful for any such employer to agree with any workman as to the rate of wages, hours of work, and rate of overtime applicable to such work notwithstanding the provisions of this award. Any employer who desires to take advantage of this provision shall, within fourteen days from the date hereof, give to the secretary of the local workers' union, and also to the secretary of the employers' union, notice in writing of the contract or contracts in respect of which he claims to be entitled to the benefit of this provision, stating the date of each such contract, the name of the person with whom the same has been entered into, and the nature of the work and where the same is to be performed ; and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

Preference.

18. If and so long as the rules of the workers' union shall permit any person now employed in this industrial district in this

trade, and any other person now residing or who may hereafter reside in this industrial district, and who is a competent workman, to become a member of such union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join such union, without ballot or other election, then and in such case employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. It shall be a sufficient compliance with this clause if the person so employed is a member of any branch in this colony of the Amalgamated Society of Carpenters and Joiners.

19. Nothing in the foregoing clause shall be deemed to affect the right of any employer to continue to employ any person who may be in his employment at this date, but such employer may continue to employ such person notwithstanding that such person may not elect or desire to become a member of the workers' union.

20. The local workers' union shall, during the time while this award shall be in operation, keep at some convenient place within one mile from the Chief Post-office, Gisborne, a book, to be called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the local workers' union who are for the time being out of employment, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding nine calendar months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of any officer of such union, or in case the executive officers of such union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. Notice of the place where such employment-book is kept and of any change in such place shall be given by the local workers' union by advertisement in the *Poverty Bay Herald* and *Gisborne Times* newspapers published in Gisborne. If the said union fail to keep such employment-book in the manner prescribed by this award, then and in such case and so long as such failure shall continue employers may employ any person whether a member of the union or not to perform the particular work required to be performed.

21. The union shall also cause to be entered correctly in such books the names and addresses of all men in respect of whom a wage less than the minimum wage shall from time to time be fixed

under the provisions of this award, and the amount of such wage for which each such man shall be entitled to work.

22. Members of the union shall, whenever possible, when seeking employment, give preference of service to members of the employers' union, having regard to their place of residence, and other circumstances and conditions being equal.

23. No employer shall discriminate against members of the union, or shall in the engagement or dismissal of his men, or in the conduct of his business, do anything for the purpose of directly or indirectly injuring the union.

24. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

25. The words "the workers' union" and "the union," where used in the foregoing clauses 18 to 24, both inclusive, shall be deemed to mean the local branch at Gisborne of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers.

Definitions.

26. The word "journeyman" where used in this award shall not be deemed to include any persons but journeymen carpenters and joiners.

Freezing Companies.

27. The two freezing companies parties to this award shall, when employing carpenters and joiners in the erection or alteration of buildings, be bound by the conditions of this award, but the provisions of this award shall not extend to or affect the Nelson Bros. Freezing Company in respect of the shipwright employed by such company on the regular staff of such company, nor the Gisborne Sheep-farmers Frozen Meat Company in respect of the man and improver employed by such company on the regular staff of such company.

Limitation of Award.

28. This award shall be limited to employers whose principal place of business is at or in Gisborne or its suburbs, or within a radius of ten miles from the Chief Post-office, Gisborne.

Term of Award.

29. This award shall take effect from the 28th day of March, 1903, and shall continue in force until the 31st day of March, 1905.

30. A duplicate of this award shall be filed in the office of the Registrar of the Supreme Court at Gisborne.

In witness whereof the seal of the said Court hath hereto been put and affixed, and the President of the said Court hath hereto set his hand, this 14th day of March, 1903.

THEO. COOPER, J., President.

(556.) AUCKLAND SADDLERS: ORDER OF THE COURT JOINING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Auckland Saddlers, Harness-makers, Collar-makers, and Bridle-cutters' Industrial Union of Workers and the Auckland Saddlery and Harness Manufacturers' Union and other employers, and of an award made by this Court herein on the 18th day of December, 1902.

Wednesday, the 18th day of February, 1903.

UPON reading the notice hereto annexed and marked "A," and the evidence taken before the Court herein having satisfied the Court that the persons whose names appear in the list of names hereto annexed and marked "B" have been duly served with the said notice at least thirty days prior to the 16th of February, 1903, and the said application referred to in the said notice having been duly adjourned from the 16th day of February aforesaid to the 18th day of February, 1903, and upon hearing the representatives of each of the above-mentioned unions in support of the said application, and upon reading and considering all the objections forwarded to the Clerk of Awards,—

This Court doth, in exercise of the special powers conferred upon it under section 87 of the above-mentioned Act, order that the said award shall be extended to and shall bind the persons respectively named in the said list of names hereto annexed marked "B" as fully and effectively as if the said persons had been parties to the said dispute and named as parties to the said award.

By the Court,

THEO. COOPER, J., President.

A.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and of an industrial dispute between the Auckland Saddlers, Harness-makers, Collar-makers, and Bridle-cutters' Industrial Union of Workers and the Auckland Saddlery and Harness Manufacturers' Union and other employers, and of an award made by this Court herein on the 18th day of December, 1902.

TAKE notice that on the 16th day of February, 1903, at the hour of 11 o'clock in the forenoon, an application will be made to the Court at the Supreme Court House, Auckland, to extend the award (a copy of which is hereto annexed) so as to join and bind you as a party thereto; and further take notice that if you object to the award being so extended you must forward written notice of such objection

to the Clerk of Awards, stating the grounds of your said objection, on or before the 31st day of January, 1903.

Dated this 7th day of January, 1903.

J. H. HINDMAN,
Secretary for the Workers' Union.

F. C. KNIGHT,
Secretary for the Manufacturers' Union.

B.

I. J. Cole, Opitonui; J. Erickson, Te Kuiti; W. S. Fell, Waio-temarama; R. Flood, Mangawhare; J. Gardiner, Kihikihiki; T. Guerin, Kaikohe; J. McNaught, Te Kuiti; W. McNaught, Otorohanga; H. R. Ridings, Kaeo; D. Ryan, Papakura; H. Stewart, Rotorua; R. M. Cameron, Helensville; P. Woods, Kawakawa; H. E. Woods, Ohaeawai; F. S. Western, Tauranga; F. W. Coleman, Mercer; J. F. Lemon, Tauranga; A. Caley, Waihi; R. Buckley, Thames; J. P. Horner, Warkworth; T. Walker, Warkworth; E. Birtles, Paparoa; J. Dell, Maungaturoto; W. A. Strong, Clevedon; — May, Te Aroha; W. R. Grigg, Kaitaia; A. Palmer, Kaihu; W. R. Bickers, Rehia; T. R. Brown, Raglan; H. Bruce, Gisborne; J. Carroll, Huntly; W. M. Chappell, Pirongia; E. S. Cole, Papakura; A. Falwell, Papakura; C. N. Flyger, Hikurangi; F. Keeley, Rotorua; J. Kelly, Hamilton East; R. Land, Ohaupo; H. Mack, Mangapai; C. H. Deverell, Te Ahora; T. McCready, Mongonui; J. McCready, Taneatua; E. McDowell, Tauranga; H. McKenzie, Aratapu; F. Rose, Tirau; H. F. Northe, Te Karaka; R. Peck, Wakatane; J. W. Roffey, Tauranga; E. J. Salt, Te Ahuahu; C. E. Smith, Tologa Bay; H. Stewart, Rotorua; H. Thomas, Taheke; W. Neilson, Waharoa; C. Tattersall, Te Puke; J. Crombie, Franklin Road; W. G. Tye, Elliot Street; T. M. Culpitt, Hobson Street; W. H. Tucker, Clevedon; William Cole, Tuakau; A. Smith, Dargaville; Martin and Co., Parnell; Charles Dalton, Durham Street; T. S. Williams, Tuparoa, E.C.; Robertson and Leslie, Port Awanui, E.C.; A. B. Williams, Wai-piro Bay; Tokomaru Trading Company, Tokomaru Bay, E.C.

(557.) HIKURANGI COAL-MINERS. — DECISION OF COURT. NO JURISDICTION.

THIS dispute came before the Court for hearing at Whangarei on the 24th February, 1903.

At the commencement of the proceedings the representatives of the union handed in a certificate signed by the chairman of the union, in the following terms: "A special meeting of the above union was held in the Hikurangi School on the 10th September, 1902, commencing at 7.15 p.m. The nature of the proposals submitted were the twenty-six demands of the union now before the

Court of Arbitration. Result of voting—most of the clauses were passed unanimously; in fact, all were as they stand before the Court of Arbitration, with the exception of clause 6, and only that as regards the height."

The President of the Court asked if there had been a subsequent ballot of the members confirming this resolution.

The representatives of the union stated that no ballot had been taken, nor had the resolution been confirmed in any manner.

Cooper, J., President: This dispute has, under the provisions of section 21 of the Amendment Act of 1901, been referred direct to the Court. Under that section the Court has jurisdiction to settle and determine such dispute in the same manner as if such dispute had been referred to the Court under section 58 of the principal Act. No dispute can be referred to the Court under section 21 unless it is a dispute "referred to a Board of Conciliation" which has not been heard by the Board. It must be "duly referred" to the Board in the first instance, and the jurisdiction of the Court does not exist if the dispute has not been so "duly referred" to the Board (section 58). Now, section 98 of the Act of 1900 is express in its terms. It states that an industrial dispute shall not be referred for settlement to a Board by an industrial union unless the proposed reference has been approved by the members by a resolution passed at a special meeting of the union and confirmed by a subsequent ballot of the members, &c.

No ballot having been taken in this case, the dispute could not be referred to the Court under section 21 of the Act of 1901, and the Court has no jurisdiction to hear it.

At the suggestion of the Court the parties then met in conference, and after some hours' discussion over the various matters in question an industrial agreement was come to, and prepared, and signed by the union and the company on the 25th February.

THEO. COOPER, J., President.

(558.) AUCKLAND SEAMEN.—INTERPRETATION OF AWARD BY COURT.

THE following questions have been submitted to the Court for its opinion by the Auckland Branch of the Seamen's Union and the Union Steamship Company of New Zealand (Auckland office):—

1. The "Hauroto" left Sydney on a Sunday morning for Newcastle, but did not "work" the Port of Sydney. She arrived at Newcastle about 4.30 p.m. on the same date, but did not "work" the port at Newcastle on that day. Does clause 32 of the award apply to this case?

Answer: Clause 32 does not apply.

2. The "Hauroto" "worked" Suva and Levuka on Labour Day. The company has refused to pay overtime under clause 33 of the award. Are the men entitled to overtime under this clause?

Answer: Clause 33 of the award provides that Labour Day shall be observed as a public holiday in port. The articles of the "Hauroto" also make it a term of the contract between the seamen and the shipowners that Labour Day shall be observed in port as a public holiday. We answer, therefore, that the seamen of the "Hauroto" are, strictly speaking, entitled to be paid overtime for work done on that day in port under the provisions of clause 33, and also under the articles. Where Labour Day falls on a day which is not observed in the port in which the ship happens to be as a public holiday there is, in our opinion, no objection to an arrangement being made between the master and the men by which some other day which while the ship is in port is observed in the port as a public holiday may be substituted for Labour Day.

3. While at sea no provision has been made on the "Hauroto" by the shipowner for the cleaning of the quarters of the firemen, greasers, and trimmers, and the men have been required to clean their quarters while at sea in their own time. Is this permitted by clause 38 of the award?

Answer: Clause 38 of the award provides that "the shipowner shall allow a sufficient time out of the vessel's working-hours for one man to clean and keep the men's living-quarters in a clean and sanitary condition." The company have issued rules since the award for the cleaning of the crews' quarters. Rule 2 provides that "the chief officer shall appoint one of his department to clean the seamen's quarters." Under the head of "Firemen's Forecastle," rule 3 provides that "when at sea firemen, greasers, and trimmers shall keep their quarters clean in their own time"; and rule 4, that "when in port, provided the steamer shall have arrived before 9 a.m., the chief engineer will appoint a man to clean the men's quarters during the ship's time." Clause 38 of the award makes no distinction between the seamen's fore-castle and the firemen's fore-castle, and the clause applies to both fore-castles. There is no ground, therefore, for the distinction drawn in the company's rules between the two fore-castles, and clause 38 applies to the quarters occupied by the firemen, greasers, and trimmers as well as to those occupied by the seamen. We answer, therefore, that the company have, under the award, to comply with clause 38 in respect to the quarters occupied by the firemen, greasers, and trimmers as well as to those occupied by the seamen. There is no special meaning to the word "man" in that clause. The clause is sufficiently complied with if a boy or a youth able to do the work is directed to do this as part of his ordinary duty; and, as the clause appears to be carried out in respect to the seamen's quarters, there does not appear to us to be any difficulty in carrying it out in regard to the quarters of the other men. The clause is clear in its terms, and must be complied with.

THEO. COOPER, J., President.

The following question has been submitted to the Court for its opinion by the Auckland Branch of the Seamen's Union and the Northern Steamship Company (Limited) :—

Whether under clause 31 of the award A.B.s and ordinary seamen are to be paid alike for holidays, or whether A.B.s working eight hours receive 8s. and ordinary seamen 4s. ?

Answer : Clause 31 of the award makes no distinction between the two classes of seamen, and as regards overtime under that clause each class is on the same footing. Under clause 4 of the award, dealing with overtime generally, A.B.s, ordinary seamen, trimmers, firemen, and greasers are all classed together as being each entitled to payment for general overtime at the rate of 1s. per hour, and the same principle applies to overtime under clause 31.

THEO. COOPER, J., President.

3rd March, 1903

(559.) AUCKLAND CARTERS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—Auckland Carters' Union and Peach.—Application for enforcement of award.

Mr. J. C. Martin for the union. The defendant in person.

JUDGMENT of the Court :—

The defendant carries on the dual business of a farmer and contractor at Green Lane, in the suburbs of Auckland. He has a number of teams of horses and drays, and is accustomed to do carting work for public bodies, private persons, and also for other carters. He engages his hands as ploughmen and farm-hands, and so long as the work they do is confined to farm-work or ploughing, and is not general carting, these men are not under the award. But at the latter end of last year the defendant undertook the carting of metal to the tramways then in course of construction, and for a time regularly employed Dickson, Comerford, Anderson, Vest, and Madden, men who had been engaged as farm-hands and ploughmen, as carters to the tramway-works. Dickson was employed for a week from 14th December, during the whole of that time carting metal from Newmarket to the tramway-works. Comerford has since the 5th or 6th December been employed for about a third of his time in the same class of carting. Anderson has during the last three months been employed at this work for a week, and since the award came into operation and before the 1st December at irregular intervals for about two months. Vest has been employed for about a fortnight at the same work, and Madden for irregular intervals practically similar to Anderson.

The men have been paid £1 per week and their board and lodging. They were all while carting as above stated employed in driving two horses. The award fixes the wages for carters employed at heavy carting, when boarded and lodged by their

employer, at £1 11s. per week. The defendant has apparently obtained an advantage over those employers who have been engaged in the same class of work—namely, carting metal for the tramways—and it is stated that it is at the request of some of these employers, who have brought this matter before the union, that these proceedings have been taken.

The defendant has committed breaches of the award. So long as his employees were engaged in farm-work and ploughing the work done by them as carters or drivers while engaged in such farm-work or ploughing is not within the provisions of the award, but when the defendant takes these men from the farm-work and employs them in competition with other employers in public carting or heavy carting such as these men have been doing in respect to the tramway-works the defendant is within the award, to which he is an original party, and ought to pay the minimum wage prescribed.

We order the defendant to pay to the union the sum of 11s. in respect of Dickson's case; £2 4s. in respect of Comerford's case; £4 8s. in respect of Anderson's case; £4 8s. in respect of Madden's case; and £1 2s. in respect of Vest's case: in all the sum of £12 13s.

The men have each stated that they did this work without objection, and that they have none of them applied for any pay in addition to the wages they have received as farm-hands. We do not therefore make any order as to what the union shall do with the moneys so to be paid.

The defendant must also pay £2 2s. costs, and Court fees, and witnesses' expenses, to be ascertained by the Clerk of Awards.

THEO. COOPER, J., President.

3rd March, 1903.

(560.) AUCKLAND CARPENTERS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District. — Auckland Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers and Patterson.—Application for enforcement of award.

Mr. J. C. Martin for the union; Mr. Elliot for the defendant.

JUDGMENT of the Court:—

The breach has been admitted. The order of the Court is that the defendant do pay to the union a penalty of £3 and £2 2s. solicitor's costs, and Court fees, and necessary witnesses' expenses, to be ascertained by the Clerk of Awards.

THEO. COOPER, J., President.

3rd March, 1903.

561.) AUCKLAND CARPENTERS.—DECISIONS *RE* APPLICATIONS TO ENFORCE AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—The Auckland Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers and the Colonial Sugar Company.—Application for enforcement of award.

Mr. J. C. Martin for the union ; Mr. C. F. Buddle for the company.

JUDGMENT of the Court :—

The Colonial Sugar Company are charged with a breach of the award made on the 6th January, 1902, and a copy of which appears on page 125 of the *Labour Journal*, 1902. The charge is that the company have employed two carpenters at less than the minimum rate of wages prescribed by the award. The two men referred to are weekly servants of the company, and receive £2 16s. per week for a week of forty-seven hours. The rate of wages prescribed by the award is 1s. 3d. per hour, and the recognised number of hours in the week is, under the award, forty-four.

There is a special provision in the award for carpenters and joiners employed in factories. This only applies to woodworking factories, all of which in Auckland and its suburbs are parties to the award.

The Sugar Company are not engaged in a woodworking industry and are not within this provision.

The company were not cited as parties to the dispute, and are not parties to the award. They can only, therefore, be bound by the terms of the award if they are within the provision of subsection (3) of section 86 of the Act. Under that section the award extends by force of the Act to and binds every employer who, not being an original party thereto, is at any time whilst the award is in force connected with or engaged in the industry to which the award relates.

The company carry on business as sugar-refiners at Chelsea, in this district. They employ a very large number of men, and among them the two men in question. These men are on the regular staff of the company, their duty being to do such carpentering work about the refinery and works as may from time to time be required.

In our opinion Mr. Martin's contention that these facts bring the company by virtue of the Act under the award, and that they are, because they employ two carpenters among a staff of some two hundred men to do work which is only incidental to their business of sugar-refiners, "connected with or engaged in the industry to which the award relates," cannot be sustained.

The application must be dismissed, with £2 2s. costs, to be paid by the union to the company.

3rd March, 1903.

THEO. COOPER, J., President.

In the Court of Arbitration of New Zealand, Northern Industrial District.—The Auckland Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers and the Tonson Garlick Company (Limited).—Application for enforcement of award.

Mr. J. C. Martin for the union ; Mr. Templar for the company.

JUDGMENT of the Court :—

The only question in this case is whether the work which the defendant company did for the Queen's Ferry Hotel is carpenters' work or cabinetmakers' work. The defendants are cabinetmakers, and the conditions under which their men were working at the time the work in question was done were regulated by an industrial agreement then in force. The work was the manufacture and placing in position of a bar counter and fittings to such counter. The whole structure was manufactured in the company's cabinetmaking factory. The carpenters' union claim that this work is joiners' work ; the company, on the other hand, contend that it is cabinetmakers' work. Both sides admit that the one trade is so closely allied to the other that no rule can be laid down defining the line of demarcation between cabinetmakers' work and carpenters' work. It is also admitted by the witnesses for the union that some counters may be properly classed as cabinetmakers' work, but they say that this one cannot be. The defendant's witnesses, on the other hand, admit that some counters are joiners' work, but assert that this one is not. Of the witnesses called by the union, McIntosh, who placed the counter in position, says it is cabinetmakers' work. Two joiners and a builder class it as joiners' work. The company's witnesses, who are cabinetmakers, claim it to be cabinetmakers' work. We have inspected the counter, but such inspection has not materially assisted us, and the evidence is of such a conflicting nature that we cannot say which class of experts are right. As, therefore, the union must establish their case, we cannot upon the material before us make any order.

THEO. COOPER, J., President.

3rd March, 1903.

In the Court of Arbitration of New Zealand, Northern Industrial District.—The Auckland Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers and W. Hutchinson.

In this matter the Court is of opinion that the evidence does not sufficiently establish that a breach of the award has been committed. The application is dismissed, but under the circumstances—in reference to which the Court makes no further comment—without costs.

THEO. COOPER, J., President.

5th March, 1903.

(562.) AUCKLAND PLUMBERS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—The Auckland Plumbers' Union and F. and W. Fowler and Co.

THE breach alleged against the defendants is that they did not pay the minimum wages of 1s. 2d. per hour during the whole time that three men—Chappell, Coutts, and Bleakley—were employed by the defendants.

It is admitted that these men are, within the meaning of clause 2, paragraph (a), of the award, "fully competent plumbers." The award divides plumbers into two classes—(a) fully competent plumbers, namely, those who are competent to carry out and complete all the plumbing-work required in an ordinary villa residence, including gasfittings, hot-water circulation, bath, lavatory, and closet-work; (b) all other journeymen employed as plumbers. To the first class the minimum wage is 1s. 2d. per hour, and to the second class 1s. per hour. The test by which the wage is to be determined is not the class of work on which the plumber is for the time being engaged (so long as that work is plumbing-work), but the competency of the worker. These men, therefore, being admittedly men of the first class, were entitled to have been paid 1s. 2d. per hour while they were employed at plumbing-work. They have to some extent acquiesced in the course adopted by the defendants in paying them the 1s. 2d. per hour only while they were engaged on outside work or plumbing connected with an outside job.

It appears also that some of the work which they did while working inside was not plumbing-work and not within the award. And the evidence is too vague for us to estimate the approximate time during which they were entitled to 1s. 2d. an hour. They appear to have, from their statements, worked outside something like half their time, and for a portion of the remaining time inside at plumbing-work, for part of which there is an indication that they received 1s. 2d. an hour and for part of which they received 1s. an hour, and, for other parts of their time, at work which does not come within the definition of plumbing-work at all.

We hold that defendants have committed a breach of the award in not paying to these men 1s. 2d. an hour while they were engaged, working whether inside or outside, at plumbing-work, and we order the defendants to pay to the union a penalty of £3, together with the costs—solicitor £2 2s., and Court fees and witnesses' expenses to be ascertained by the Clerk of Awards.

THEO. COOPER, J., President.

5th March, 1903.

(563.) AUCKLAND PLUMBERS.—DECISION *RE* APPLICATION FOR ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—The Auckland Plumbers' Union and McLeod and Green.

In this case the time which elapsed after the expiration of the six months' probation permitted under the award before an apprentice need be indentured was not, in our opinion, so unreasonable a delay as to justify us in holding that, apart from other circumstances, a breach of the award has been committed. The six months expired on the 14th October, 1902, and the indentures were prepared and offered to the boy at the end of November or the beginning of December. The case, therefore, depends upon the question whether there is sufficient evidence that a notice was given to the defendants, as stated by the secretary of the union. This notice it is stated was a verbal one. The two defendants each absolutely deny that such notice was given. In this conflict of evidence we cannot say that the notice is proved, and we cannot make any order.

In our opinion, the case is not one in which we should allow costs.

THEO. COOPER, J., President.

5th March, 1903.

(564.) AUCKLAND INDUSTRIAL DISTRICT.—ENFORCEMENTS OF AWARDS AND AGREEMENTS BY COURT.

Case.	Result.
Application by Auckland Plumbers' Union to enforce award against John McPherson	Ordered to pay £2 to union, and costs.
Application by Auckland Plumbers' Union to enforce award against D. and J. Miller	No order. Application withdrawn, defendants undertaking to apprentice the boy.
Application by Auckland Operative Bakers' Union to enforce award against E. S. Wiles	Application withdrawn.
Application by Auckland Operative Bakers' Union to enforce award against Preston Bros.	Ordered to pay £9 15s. to union, and costs.
Application by Auckland Carters' Union to enforce award against W. Parsons and Sons	Fined £2, and ordered to pay the difference due to the men, and costs.
Application by Auckland Carters Union to enforce award against Auckland Forwarding and Parcel-delivery Company	Fined £10 and costs.
Application by Auckland Carters' Union to enforce award against John Schischka	No order.
Application by Auckland Carters' Union to enforce award against P. J. Nerheney	"
Application by Auckland Carters' Union to enforce award against Cunningham and Co.	Application withdrawn.
Application by Auckland Tailors' Union to enforce industrial agreement against T. McConnell	Fined £2 and costs.
Application by Auckland Tailors' Union to enforce industrial agreement against F. Morgan and Sons	Ordered to pay the costs of the union, amounting to £1 10s.

(565.) AUCKLAND SADDLERS.—AMENDMENT OF AWARD.

RE award in Auckland Saddlers' dispute, published in *Labour Journal*, No. 120, page 109: The award in the above dispute (clause 8) has been altered by the Court making the wages of apprentices for the second year 8s. instead of 8s. 6d., and for the third year 11s. 6d. instead of 11s.

(566.) AUCKLAND TAILORS.—ENFORCEMENT OF AGREEMENT.

The Auckland Tailors' Union v. George Fowlds.—Application for Enforcement.

Mr. J. C. Martin for the union ; Mr. Cotter for the defendant.

THE defendant is charged with having committed a breach of the industrial agreement dated the 5th September, 1900, and to which he is a party.

The facts, which have been admitted, are that at the time the agreement was signed Mr. Fowlds was carrying on, in connection with a general drapery and clothier's business, a tailor's department, in respect of which he was admittedly under the terms of the industrial agreement. During the currency of the agreement he sold his tailoring branch. Since this sale and during the currency of the agreement he has taken what are called "chart orders," and these "chart orders" have been made up at a factory not owned by Mr. Fowlds, and separate and apart from Mr. Fowlds's shop and premises. It has been the practice for Mr. Fowlds to measure in his shop the persons from whom such orders have been taken, to enter such measurements upon a "chart," and to try the garments on at his shop before their completion, and then to mark in the customary manner adopted by tailors any alterations necessary in order to obtain a proper "fit," and to return such partially made garments to the factory for completion.

The question for decision is whether in so doing Mr. Fowlds has infringed clause 7 of the agreement, which provides "that all garments for which orders are taken must be made in the shop or premises connected therewith, or at a workroom belonging to the employer."

We think that the fact that the garments have been tried on and necessary alterations marked thereon while the garments were in process of making takes them out of the category of "chart orders," and brings the work within the class of "orders" referred to in clause 7 of the agreement, and that therefore, as these "orders" have admittedly been made up in a workroom unconnected with the shop or premises of the defendant and not belonging to him, that a breach of the agreement has been committed.

Clause 12 of the agreement provides that the minimum penalty for a breach of the agreement shall be the sum of £5. We think the case is sufficiently met by the minimum penalty, and we order

the defendant to pay to the union the sum of £5 and the costs of the union, to be ascertained in the usual way by the Clerk of Awards. Professional costs are allowed at £2 2s.

THEO. COOPER, J., President.

21st March, 1903.

WELLINGTON INDUSTRIAL DISTRICT.

(567.) WELLINGTON SAUSAGE-CASING MAKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 21st day of February, 1903, between the Wellington Operative Sausage-casing Makers' Industrial Union of Workers on the one part, and S. Oppenheimer and Co. and Hirsch and Co., employers, on the other part.

We, the above-mentioned parties to an industrial agreement dated the 18th day of February, 1901, hereby signify our concurrence with the said agreement for a further term of two years, with the following additions and amendments:—

Addition to clause 3, to be called clause 3B: "Notwithstanding anything hereinbefore mentioned, all qualified scrapers employed at other branches of the trade shall be paid the wage hereinbefore provided for scrapers."

Clause 7: Amended by the excision of "Labour Day" and the insertion of "Easter Monday" and "Sovereign's birthday" in place thereof.

Clause 10: Amended to read as follows: "Employers shall provide for all workers and boys in each factory dressing and dining rooms, and such rooms shall not be used for any other purpose."

On behalf of the Wellington Operative Sausage-casing Makers' Union—

T. FITZSIMMONS, President.

W. H. HAMPTON, Secretary.

G. A. CHAPMAN,

CHAS. EICHELBAUM

(Attorney for S. Oppenheimer and Co.) } Employers.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(568.) OTAGO TYPOGRAPHERS.—INTERPRETATION OF AGREEMENT BY COURT.

THE following question, arising under clause 11 of this agreement, has been submitted by both parties for the opinion of the Court:—

Clause 11 of the agreement states that "apprentices, while employed on the machines, shall receive not less than two-thirds of the wages to be paid to a journeyman probationer after the said apprentice has been twelve months on the machine." An appren-

tice operates the linotype for a time, but not twelve months, prior to the agreement, and continues to operate when the agreement is in force. When should he be entitled to receive the two-thirds rate—twelve months after the filing of the agreement, or twelve months from the time of his starting on the machine?

We are of opinion that he is entitled to receive the two-thirds rate twelve months from the time of his starting on the machine. The whole clause must be looked at in order to gather the intention of the parties to the agreement; and we think that the latter part of the clause, which states that "no apprentice shall be employed on a machine until he has had three years' instruction in the work of a compositor" clearly shows that the clause refers to the period served before the agreement was signed as well as to the time to be served afterwards. It is clear to us that if prior to the signing of the agreement an apprentice had already served the three years, or part of the three years, as a compositor, the period of service before the agreement was signed must necessarily be taken into account in order to give a reasonable meaning to the clause, and the same meaning must, in our opinion, be placed on the words in the sentence immediately prior to the one just quoted. The qualification for the two-thirds rate is the twelve months' employment on the machine after the three years' instruction as a compositor. Both clauses of the section in question must be read together and interpreted in the same manner.

THEO. COOPER, J., President.

GEORGE FENWICK,
Managing Director of the *Otago Daily Times* Company.

A. WALKER,
Secretary of the Otago Typographers' Union.

FILED IN MAY.

NORTHERN INDUSTRIAL DISTRICT.

(569.) AUCKLAND TAILORS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Auckland Tailors’ Industrial Union of Workers and the Auckland Master Tailors’ Industrial Union of Employers and other employers.

WHEREAS at the hearing of this dispute it was agreed between the above-named union of workers and the above-named union of employers, and all other persons parties to this dispute and present and represented at the said hearing, that clause 14 of the award of this Court, made at Dunedin on the 14th day of November, 1902, in the Dunedin tailors’ dispute should be substituted for clause 7 of the conditions set forth in the industrial agreement filed in this Court, at Auckland, on the 19th day of September, 1900, and referred to in the award of this Court made herein on the 6th day of March 1903, the Court doth hereby order that, in order to give full effect to such agreement so made as aforesaid at the hearing of this dispute, the following clause (being said clause 14 of the said Dunedin award) shall be substituted, as agreed, for clause 7 of the said conditions: “All ‘bespoke work’ shall be done in the shop of the employer for whom the same is performed, and for whom or by whom the order is taken. Such work shall be paid for according to the time statement hereto attached. The expression ‘bespoke work’ in these conditions shall include all goods made and sold as tailor-made; also any order in which there is a garment fitted on, whether such order is by chart measure or not.”

Dated this 11th day of April, 1903.

By the Court,

THEO. COOPER, J., President.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Auckland Tailors’ Industrial Union of Workers and the Auckland Master Tailors’ Industrial Union of Employers and the several persons, firms, and companies set forth below: T. McConnell, Queen Street, Auckland; Meldrum and Brown, Queen Street, Auckland; G. Fowlds, Queen Street, Auckland; A. Woollams, Queen Street, Auckland;

E. C. Brown and Co., Queen Street, Auckland; Adams and Bunker, Queen Street, Auckland; John Court, drapers, &c., Queen Street, Auckland; Direct Supply Company (Mr. Morrison, manager), Queen Street, Auckland; J. R. Self, City Hall Buildings, Queen Street, Auckland; W. H. Potter, Queen Street, Auckland; Smith and Caughey, Queen Street, Auckland; Twiname and Baker, Queen Street, Auckland; Postles and Palmer, Queen Street, Auckland; J. H. Dalton, Queen Street, Auckland; R. Currie, Queen Street, Auckland; Wm. Young, Queen Street, Auckland; New Zealand Clothing Company (Hallenstein Bros.), Queen Street, Auckland; London Tailoring Company (G. A. Craig, manager), Upper Queen Street, Auckland; W. Robinson, Grey Street (Junction), Auckland; H. L. Possenniskie, Shortland Street, Auckland; A. Wright, Shortland Street, Auckland; M. Murchie, Shortland Street, Auckland; Meldrum and Son, Shortland Street, Auckland; Alf. Gifford, High Street, Auckland; J. Pinson, High Street, Auckland; Melville Lawrence, Coombes' Arcade, High Street, Auckland; E. Broughton and Co., Vulcan Lane, Auckland; J. Moyes, Victoria Street, Auckland; P. Bolland, Victoria Street West, Auckland; G. McBride, Victoria Street West, Auckland; R. Stow, Victoria Street West, Auckland; D. Garey, Victoria Street West, Auckland; J. Cobley, Victoria Street West, Auckland; R. H. Swales, Victoria Street West, Auckland; T. Monnock and Son, Victoria Street West, Auckland; W. Maxwell, Jervois Road, Ponsonby; R. Grey, Jervois Road, Ponsonby; Davey and Son, Wellesley Street East, Auckland; A. Erickson, Wellesley Street East, Auckland; E. G. Clarke, Wellesley Street West, Auckland; E. Cash, Wellesley Street West, Auckland; Nicholas and Daisley, Wellesley Street West, Auckland; G. Carter, Wellesley Street West, Auckland; Sherriff and Cole, Elliott Street, Auckland; A. Saunders, Hobson Street, Auckland; A. McMurtrie, Hobson Street, Auckland; Albert Taylor, Patteson Street, Auckland; G. Hayes, Wellington Street, Auckland; J. K. Wells, Kyber Pass Road, Auckland; A. Burgess, Newmarket; B. J. M. Kemp, Queen Street, Auckland; G. Stanton, Manukau Road, Parnell; P. O'Sullivan, Manukau Road, Parnell; Todd Bros., Otahuhu; J. White, Devonport; J. Laking, Queen Street, Onehunga; E. Burden, Queen Street, Onehunga; G. Tutt, Symonds Street, Auckland; G. Dormer, Eden Terrace, Auckland; J. Foster and Co., Queen Street, Auckland; Ritchie Bros., Symonds Street, Auckland; J. Clarkson, Karangahape Road, Auckland; H. Sankey, Karangahape Road, Auckland; J. Bruns and Co., Karangahape Road, Auckland; Platt and Hill, Karangahape Road, Auckland; J. Stewart, Karangahape Road, Auckland; H. C. Barnes, Karangahape Road, Auckland; E. Bradburn, Karangahape Road, Auckland; F. Morgan and Sons, Karangahape Road, Auckland; R. G. Cox, Karangahape Road, Auckland; G. Court,

Draper, &c., Karangahape Road, Auckland; H. W. Batkin, draper, &c., Karangahape Road, Auckland; F. Webley, Ponsonby Road, Auckland; F. Aston, Ponsonby Road, Auckland; J. Whale, Otahuhu; Arch. Clark and Sons, Shortland Street, Auckland; Macky, Logan, Steen, and Co., Victoria Street, Auckland; J. M. Morran, Lorne Street, Auckland; G. Powley, Victoria Street, Auckland; H. M. Jordan, Auckland; Wellington Woollen Company, Elliott Street, Auckland; F. M. King and Co., Elliott Street, Auckland; J. W. Shackelford, Queen Street, Auckland; Joseph Moore, Pitt Street, Auckland; Rushbrook and Bridgman, Upper Queen Street, Auckland; M. A. Mathew, draper, &c., Newmarket; E. P. Anderson, Waihi; D. R. Bain, Hamilton West; J. M. Bell, Te Aroha; John Jackman, Hamilton; F. J. Bright, Waihi; P. Campbell, Mangawhare; Fred. Cleaver, Whitianga; Charles Craig, Cambridge; H. Duggan, Paeroa; W. H. Newman, Manukau Road, Parnell; F. Gibbs, Whangarei; F. Massey, Whangarei; Johnson and Sweet, Gisborne; H. Miller, Gisborne; Sheirlaw and Co., Gisborne; H. Zachariah, Gisborne; A. Searle, Gisborne; Sandilands Bros., Gisborne; H. J. Vail, Dargaville; E. Oliver, Otorohanga; W. Sadgrove, Kuaotunu; John Stubbs, Aratapu; W. J. Meldrum, Huntly; F. Kneebone, draper, &c., Symonds Street, Auckland; R. Mills, Dargaville; A. Kerr, Opotiki; J. Mackay, Kawakawa; J. L. Campbell, Kawakawa; J. Carroll, Opotiki; John Duncan, Russell; H. McReady, Whangarei; W. Pearson, Warkworth; A. Zachariah, Tologa Bay; F. H. Clayton, Thames; E. J. Milnes, Thames; J. Muir, Thames; Bert. Andrews, Paeroa; Samuel Nelson, Paeroa; G. Fallon, Karangahake; W. Stimpson, Waitekauri; E. Morgan, Waihi; J. A. Williams, Waihi; W. Ford, Coromandel; J. H. Hannan, Victoria Street, Auckland; Rebecca Jordan, Chancery Street, Auckland; Alfred Moore, Karangahape Road, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the

employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of April, 1903, and shall continue in force until the 4th day of April, 1905.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 5th day of March, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. That the present log and labour conditions as agreed upon and filed in the office of the Clerk of Awards for this industrial district, and referred to as marked "A" in the industrial agreement filed in the said office on the 19th day of September, 1900, shall, with the following conditions and alterations, be the standard log and labour conditions binding upon the workers' union, the master tailors' union, and all other persons carrying on business in this industrial district as tailors, with the following additions and alterations:—

(1.) That all saddle-tweeds be third class, except in riding-breeches, which shall be paid second class.

(2.) That the standard size for coats be determined as follows: 34 in. to 42 in., the breast measure over vest to be the guide. Oversize for each 4 in. or fraction thereof over 42 in. round chest over vest to be time in addition to standard time as follows: Sac coat, 1 hour extra; body coat, 1½ hour extra.

(3.) Undersize: Under 34 in. breast over vest to 30 in., 1 hour less in sac coats; in body coats, 1½ hour less; under 30 in. breast over vest, 2 hours less in sac coats and 3 hours less in body coats.

(4.) Surging upturn of coat, ½ hour.

(5.) That the maker of a sac coat be paid for under-arm cuts, whether they have previously been sewn or not.

(6.) Vents in side seams of sac coats, each ½ hour; if over 3 in ½ hour; if over 3 in., if two vents in Chesterfield, ½ hour; if over 12 in. in length, 1 hour.

(7.) The edges of sac coats turned in and pricked-stitched (if ordered), 1 hour.

(8.) Hours of labour: Forty-eight hours to constitute a week's work. That the standard hour for commencing work shall be 8 a.m., and for leaving off 6 p.m.; Saturdays, 8 a.m. to 1 p.m.

(9.) That the minimum wage be £2 10s. per week.

(10.) That a second workroom be not allowed unless approved of by a joint committee of masters and operatives.

(11.) That no journeyman tailor fully employed shall be allowed to take orders on his own account.

Tailoresses (Shop).

2. The classification of materials, time statement, and conditions of labour shall (subject to any provisions in "The Factories Act, 1901," as to the hours of labour) be the same as those set forth in the said men's log hereinbefore referred, with the following alterations and additions:—

Time shall be calculated at the rate of 8d. per hour.

Trousers.—Trousers to start with two pocket-tops turned in or bound. Crutch lining not less than 4 in. each way. First class, 11½ hours; second class, 10½ hours; third class, 9½ hours.

Extras: As below, and on pages 32 and 33: Bottoms taped, ½ hour; strap buttons on bottoms to be 8, 1 hour; vents in x pockets, ¼ hour.

Alterations to trousers (page 37): Hip pockets put in after made up, 1½ hours; cash-pocket or fob put in after made up, ¾ hour.

Standard size, over 28 in. to 42 in.: Over 42 in. to 46 in. waist measure, ¼ hour; every inch over 46 in., ½ hour; 28 in. and under, less 1 hour; 26 in. and under, less 2 hours.

Machine log, as on page 39 and as under: Stitching pocket, to include sewing round, each ¼ hour; stitching hip pocket, to include sewing round, each ¼ hour; stitching cash or fob pocket, to include sewing round, each ½ hour; sewing flap, ⅓ hour; leg seams, if sewn from knee to fork by hand less, ⅓ hour.

Pressing and shrinking log: Pressing trousers, less 1 hour; pressing breeches, less 1 hour; pressing knickerbockers, less 1 hour; shrinking trousers, less ½ hour; shrinking breeches, less ½ hour; shrinking knickerbockers, less ½ hour.

Vests.—S.B. vests to start with two pockets; two sewings in edges; back strap made and put on: First class, 10 hours; second class, 9 hours; third class, 8 hours.

Extras as below and on page 31: Fly on button side for eyelets, ½ hour; six eyelet-holes, 1 hour; vents at sides, ¼ hour; hole and button in pocket or flap, ¼ hour; cuts if stitched on each side of seam, ½ hour; basting-up, ½ hour; matching welts if check material, ¼ hour; inside breast, ¼ hour.

Standard sizes, 34 in. to 42 in. chest. Over 42 in. to 46 in., ½ hour. Under 34 in. to 30 in., less ½ hour; under 30 in. to 28 in., less 1 hour; under 28 in. to 26 in., less 2 hours.

Machine log as on page 39 and as under: Seaming welt and pocket, each $\frac{1}{4}$ hour; seaming welt and watch-pocket, each $\frac{1}{8}$ hour; seaming welt or jetted in inside breast, each $\frac{1}{8}$ hour; seaming edges, $\frac{1}{4}$ hour; stitching edges and welts, $\frac{3}{4}$ hour; making backs, $\frac{1}{8}$ hour; making back strap, $\frac{1}{8}$ hour.

Alterations on vests as p. 37. Pressing log: All vests, less $\frac{1}{4}$ hour. Sewing side seams by hand, 2d. less than machined.

Weekly Wages.—For vest and trouser hands: First class, £1 10s.; second class, £1 5s.; third class, £1 1s., with a graduated rise of 2s. per week every six months up to £1 5s.

For machinists: First class, £1 10s.; second class, £1 5s.; third class, 17s. 6d., with a graduated rise of 2s. 6d. per week every six months up to £1 5s.

For coat hands: For the first six months after completing apprenticeship, £1 5s. per week; and thereafter, for fully competent hands, £1 10s. per week. If after the worker has served six months beyond the term of apprenticeship she considers herself not competent to earn the full wage of £1 10s. per week, she may be paid such lesser wage as may be agreed upon or fixed in the manner prescribed in clause 11 of the conditions of labour, set forth on page 50 of the said log. The agreement therein mentioned shall be made in the case of tailoresses with the secretary of the tailoresses' union.

In respect to weekly-wages hands the conditions set forth on page 48 of the said log shall, subject to any matter specially provided for in this award, continue to apply.

Male Apprentices.

3. In order to conform to the provisions of "The Factories Act, 1901," the wages of male apprentices for the second and third years must be 8s. for the second year and 11s. for the third year, instead of 7s. 6d. for the second year and 10s. for the third year, as set forth in paragraph 5 on page 49 of the said log.

Special Conditions.

4. The following special conditions shall apply to and bind persons carrying on business in this industrial district as factory-owners, or who, being parties to, or who may hereafter be bound by, this award, are not themselves actually engaged in the making of clothing of the classes particularised in the said log, but take "chart orders" and supply such "chart orders" to their customers.

5. The garments shall not be "measured" in any other manner than by chart measurement, nor shall they be "tried on" before completion either in the factory or by the persons taking such "chart orders" and supplying to the customer such garments.

6. All "chart orders" made in a factory shall be marked as factory-made by having stamped or printed in a plain and legible manner on the hanger-up in coats the words "factory made" in

letters of at least $\frac{1}{8}$ in. in size. If a chain is used as a hanger-up it shall be a sufficient compliance with this clause if the said words are plainly and legibly stamped or printed on a label affixed inside the neck of the coat. On the inside of the vest there shall also be affixed a label bearing the same word plainly and legibly stamped; and on the waistband lining of the trousers the same words shall be plainly and legibly stamped, or a label having such words plainly and legibly printed or stamped thereon shall be affixed thereto.

7. Except as aforesaid nothing herein contained shall be deemed to apply to such persons or to factories.

8. Nothing in this award contained shall be deemed to apply to "slop goods" or to contract work made in factories.

Term of Award.

9. This award shall take effect from the 4th day of April, 1903, and shall continue in force until the 4th day of April, 1905.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 5th day of March, 1903.

THEO. COOPER, J., President.

(570.) AUCKLAND FURNITURE-MAKERS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and of the following applications for enforcement of an award made on the 19th day of February, 1903, in an industrial dispute between the Auckland United Furniture Trades' Industrial Union of Workers and the Auckland Furniture and Furnishing Union of Employers and other employers: *Tregear v. The Tonson Garlick Company (Limited)*, *Tregear v. The Direct Supply Company (Limited)*, *Tregear v. The Auckland Furniture and Furnishing Union of Employers*, *Tyson v. The Auckland Furniture and Furnishing Union of Employers*.

The Hon. J. A. Tole and Mr. J. C. Martin for the applicant; Mr. T. Cotter for the Tonson Garlick Company (Limited); Mr. H. Campbell for the Direct Supply Company (Limited); Mr. Cotter and Mr. Campbell for the union of employers.

JUDGMENT of Cooper, J., President:—

The Court has, unfortunately, been unable to come to a unanimous decision on these matters, and the reasons I am about to read for the conclusions to which I, as President of this Court, have come, are reasons for which I alone am responsible, and are not to be considered as an expression of the opinion of the other members of the Court.

On the 19th February, 1903, the Court made an award in an industrial dispute to which the Auckland United Furniture Trades' Industrial Union of Workers and the Auckland Furniture and Fur-

nishing Trade Union of Employers and forty-nine individual employers, companies, and firms were parties.

Under that award the minimum wage for cabinetmakers, chair and frame makers, upholsterers, and carvers was fixed at 1s. 3d. per hour, and that for polishers and turners at 1s. 2d. per hour. The wages for apprentices, the proportionate number of apprentices to journeymen, and a rate of wages for improvers were also fixed; and, in accordance with the provisions of section 92 of the Act, special provision was made for the fixing of a lower rate of wages than the minimum wage in respect of any worker who was unable to earn the prescribed minimum.

An industrial agreement had, on the 15th August, 1899, been entered into between the workers' union and the employers, the term of which was for a period of eighteen months from the 1st September, 1899. This agreement was made under the provisions of the repealed statutes, but by subsection (3) of section 117 of the Act of 1900 all industrial agreements existing under the repealed Acts endure and continue for the purposes of the Act of 1900; and, as the term of this agreement had not expired when the present Act came into operation, the effect of section 4 of the Act of 1900 was to continue it in force until it was superseded by another industrial agreement or by an award of this Court. No other agreement was made, and the industrial agreement therefore continued in force until the date of the coming into operation of the award made by this Court on the 19th February, 1903.

Under this industrial agreement the minimum wages for cabinet-makers, chairmakers, carvers, and upholsterers were fixed at 1s. 1d. per hour, and for turners and polishers at 1s. 0½d. per hour.

On the 28th February, 1903, a number of men working for the Tonson Garlick Company and for the Direct Supply Company were suspended or dismissed under circumstances to which I shall presently fully refer. It is in respect of the suspension or dismissal of some of these men that the applications for enforcement against these two companies have been filed.

On the 6th March, 1903, a meeting of the employers' union was held, the business for consideration being "the action taken by the members in suspending men regarded as incompetent to earn the minimum wage prescribed by the Court of Arbitration." At that meeting it was resolved unanimously "that this union approves of the action taken by various members with reference to the suspension of hands considered by masters as incompetent, and pledges itself to adhere to the provisions of Rule 5 of its articles of association." Rule 5 is as follows: "The union, and every member of it, shall recognise the obligation of supporting in every way any other member who may, in the judgment of the union, through lock-out, strike, or labour dispute be placed in circumstances needing assistance, and give effect thereto."

The Tonson Garlick Company and the Direct Supply Company were members of the employers' union.

A subsequent meeting of the employers' union was held on the 10th March, when delegates were appointed to meet Mr. Tregear at a conference; and a further meeting was held on the 19th March, when counsel were appointed to act for the employers' union at the hearing of these applications.

It is upon these facts that the application against the employers' union has been filed, and I expressed the opinion at the hearing, and it was conceded by counsel for the employers' union, that if a breach of the award has been committed by either the Tonson Garlick Company or the Direct Supply Company then the employers' union, being parties to the award, are also liable, the action taken by the Tonson Garlick Company and the Direct Supply Company having been ratified, approved, and supported by the employers' union.

The application for enforcement against the Tonson Garlick Company filed by Mr. Tregear as Registrar of Industrial Unions recites that "by the award of the Court, dated the 19th February, 1903, it was directed, *inter alia*, that the minimum wages for competent cabinetmakers, upholsterers, chair and frame makers, and carvers were fixed at 1s. 3d. per hour as a fair minimum wage, and that no employer shall discriminate against members of the union, or shall in the engagement or dismissal of his hands or in the conduct of his business do anything to injure the union either directly or indirectly," and the charge is that a breach of the said award has been committed by the said Tonson Garlick Company (Limited), they being persons upon whom the said award is binding, in that the said company on or about the 28th February, 1903, at Auckland, New Zealand, did commit a breach of the said award by discharging or suspending from and refusing, in consequence of and on account of and in disregard and evasion of the said award, to continue in the employment of the said company, and to pay to certain workmen—to wit, J. Connors, Nason, J. Lowden, P. McIntosh, A. Gordon, Goodsir, G. Stobie, J. Chisholm, Collier, E. Brockett, F. G. Hales, C. Clegg, and H. East—being then competent journeymen cabinetmakers, upholsterers, chair and frame makers, or carvers in the employment of the company, the minimum wages to which they the said workmen were adjudged by the said award to be entitled to receive and be paid during the continuance thereof."

The application against the Direct Supply Company is in similar terms, and is in respect to four men—namely, Taylor, Raynor, Gillespie, and Corbett.

The substantial question which has, in my opinion, to be determined upon these applications is one of fact—namely, Do the facts given in evidence in these proceedings establish that the discharge or suspension of these men was in consequence of and on account of and in disregard and evasion of the award? In other words, Have the defendants acted in contravention of the award?

In order to determine this question I propose to examine in detail the evidence adduced on both sides. And, first, I desire to state the principles upon which the Court, in my opinion, ought to be guided in determining matters before it. Under section 76 of the Act, "The Court shall in all matters before it have full and exclusive jurisdiction to determine the same in all respects as in equity and good conscience it thinks fit." Under subsection (10) of section 77 it "may accept, admit, and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not"; and under subsection (3) of section 94, upon an application for the enforcement of an award, "the Court may by order either dismiss the application or impose such penalty for the breach of the award as it deems just." The effect of these sections is to give the Court in matters within its jurisdiction a very full and complete power. It must, however, in my opinion, exercise such power with judicial discretion, and it must determine the matter before it, and especially when the object of the proceeding is the imposition of a penalty, upon the evidence which has been adduced before it in the proceedings, and upon inferences which can be fairly and legitimately drawn from such evidence; nor must it, extensive though its powers are, depart from that rule of natural justice that the onus of establishing a charge against an accused person rests upon the person making such charge.

It appears from the evidence that when the award came into operation there were between 200 and 300 workers in the furniture trade within its provisions. The numbers are variously stated by different witnesses at from 250 to 260. Of these, excluding wire-mattress makers who are not affected by the award, about 110 were in the employment of the Tonson Garlick Company and sixty-two or sixty-three in the employment of the Direct Supply Company. As the proportion of apprentices to journeymen permitted under the industrial agreement was one to three, and as in all probability that proportion was substantially filled, we may assume of the 110 hands employed by the Tonson Garlick Company from thirty-five to forty were apprentices. The number of journeymen, including those who may be classed as admittedly unable to earn the minimum wage, in the employment of the company on the 28th February, 1903, may therefore be stated at from seventy to seventy-five. Of these men a number were admittedly unable to earn the minimum wage prescribed by the industrial agreement, and counsel for the applicant admitted that the suspension or dismissal of this class could not in any sense be considered to be in contravention of the award. With reference to these men clause 9 of the industrial agreement provided "that men who are considered unable to earn the minimum wage shall be paid such lesser sum as shall be decided upon by the foreman and a member of the union employed in such shop where the question is raised, and if they cannot agree then by an outside party who shall be mutually agreed upon by both sides." The agreement did not provide that

the permission to work for a lesser wage than the minimum should be for a specific period, and the award having prescribed an entirely different mode for fixing the wages of those unable to earn the minimum, and the agreement having been determined by the award, the company were not, in my opinion, acting unreasonably in saying to these men, "Before we can give you further employment you must have your wages again fixed, and in the manner prescribed by the award." It is clearly shown by the evidence adduced before us that the number of men suspended or dismissed who did not come within this class, and who were on the 28th February receiving 1s. 1d. per hour, was not more than thirteen. McKenzie, the company's foreman, states that there were twelve; but the list supplied by the company to Mr. Tyson, the secretary for the workers' union, discloses the names of thirteen such men, and the number stated in the application for enforcement is thirteen. The charge, therefore, against the Tonson Garlick Company narrows itself to this: that on the coming into operation of the award they suspended or dismissed thirteen men, claimed by the applicant to be competent men, out of from seventy to seventy-five men competent and incompetent.

The circumstances under which these men were suspended or dismissed are stated by David McKenzie, the foreman for the company, as follow: "I had a conversation with Garlick as to the value of the work done by the men. Have had a conversation about the increase in wages. About 12 noon on the 28th February Garlick told me I was to use my own discretion and get rid of the hands who were not profitable on the class of work I was doing. We had a large order on, and I had given a price for it, and unless Mr. Garlick was able to make arrangements to supply the order out of stock I had no further use for these men. Mr. Garlick gave me no instructions as to the names or numbers of the men I was to discharge. I exercised my uncontrolled discretion in making the report to Garlick." The names of twelve of the men stated in the application were then read to the witness, and he stated: "These men were all discharged on that day. They were all getting the 1s. 1d. I never made any discrimination as to whether they were union or non-union men. If I had been a private employer of these men I would not have continued their employment at 1s. 3d. per hour." He also stated that since the 28th February the company had taken on only three hands. The material part of the evidence of Mr. Garlick, the managing director of the company, is as follows: "I knew the wages were increased to 1s. 3d. The busy time is just before Christmas, and then we have a sale, and then we have to reduce our hands. Have had to do so about March in each year. If the award had not been made we should have had to reduce our hands. The award having increased the hourly pay to the competent workmen, I arrived at the decision that a number of our men would not be profitable to keep on at an increased rate. I go round the factory every day. Had several conversations with

McKenzie before the award, and afterwards, and before the 28th. On the 28th, and some time before then, I came to the decision that a number of our men would have to go—a number of the men that were getting the old minimum rate—because I had complained previously that they were not worth it. I came to this conclusion solely on my own account. I told McKenzie the first thing on Saturday morning to keep all those men who would be profitable to us, and to let the others go. I mean those from whose work we could make a profit. This was the only reason I had. I did not know who were union or non-union men.” In cross-examination he stated: “Last dividend declared was 8 per cent. on the paid-up capital. I never before have given any reason for the discharge of these men. I cannot say I told any one of the men. Recollect McIntosh seeing me about his wages. He was paid off simply because he was on the jobbing staff. Tyson applied to me for a list. I gave him no reason why the men were put off. I gave him the list.” He further stated: “We had a contract for furnishing the Royal Mail Hotel. I asked Tyson if we could get permission to complete the contract under the old agreement. I did not say if he did not consent to this concession I would not meet him in the future. I have not sent out of the colony for men since the award came into force. Since October, 1902, we have not sent for men, but one or two have come over without invitation. One with whom we had been in prior communication came over since October.”

The number of the men who were suspended or dismissed were examined for the applicant. These were Stobie, Goodsir, Chisholm, McIntosh, Brockett, Hederick, Pullman, and Hales. Neither the names of Hederick or Pullman are stated in the application. Hederick was a polisher, and had received the minimum wage under the agreement. Pullman was admittedly a man unable to earn the minimum wage prescribed under the industrial agreement, and had been employed by the company under a permit at £1 16s. a week. The other men had all been receiving 1s. 1d. per hour under the agreement, and all except McIntosh were discharged or suspended on the 28th February. McIntosh was kept on till the 5th March to finish some work on which he was engaged. All those discharged on the 28th give substantially the same account of their dismissal or suspension—namely, that about midday on that day McKenzie, the foreman, told each one not to start on the Monday morning without first seeing him, and that no reason for this was given, and that on going to the factory on Monday morning no work was provided for them, nor any further statement made to them by McKenzie. In my opinion a good deal of the trouble that subsequently arose was caused by the omission of Garlick or McKenzie to tell the men plainly that the company had no further use for them. The inference I draw from this is that while McKenzie considered that he could not find profitable employment for these particular men at 1s. 3d. an hour, he was still open to

employ them if they could obtain permission to work at a lower rate.

All of these men had been apprenticed to the trade. Some had had longer experience than others. Stobie had been seven months in the company's employment, and the main portion of his experience had been gained in Kirkcaldy, Scotland. McKenzie states in reference to him that he was wanting in colonial experience, the class and construction of furniture here being different to that at Home. Goodsir had been twelve months in the company's employment. He says that once, shortly after he went there, fault was found with his work, and it was stated that he was too particular, and took too long over it. Chisholm had been in the employment of the company from 1896 to 1900, when he left, returning again in June, 1902. McIntosh and Brockett had been intermittently in the company's employment. Hales had been six months with the company, having previously been working for the Direct Supply Company as a turner.

After the discharge or suspension of these men, Mr. Tyson, the secretary of the workers' union, had a conversation with Mr. Garlick through the telephone, informing him of the practice adopted by workers' unions generally in fixing the wages of incompetent men, and he had a personal interview with him about the 4th or 5th of March with a view to settling the difficulty that had arisen. No arrangement was come to, and on the 6th of March he wrote to him as follows :—

SIR,—We would draw your attention to clause 17 of the award given in the Furniture Trades dispute by His Honour Mr. Justice Cooper, the said award coming into force from the 28th February, 1903. From information received we are of opinion that you are evading clause 17 by discriminating against and injuring the union, inasmuch as you have discharged certain competent members of the union and have in your employ non-members. We would ask you to show cause why action should not be taken against you under the award.

Yours faithfully,

S. TYSON,

Secretary, A.U. Furniture Trades' Industrial Union of Workers.

This letter was handed by Mr. Garlick to Mr. Templer, the secretary of the employers' union, and he replied to it the next day by the following letter addressed to Tyson :—

SIR,—Your letter of 6th instant addressed to the manager of the Tonson Garlick Company has been handed to me as secretary of the above union of which the company are members. In reply I have to thank you for your courtesy in directing attention to clause 17 of our recent award, and to say that neither in the direction indicated by you nor, indeed, in any other is the company conscious of having committed any breach of the award. On any matter in which our respective unions are mutually interested I would ask you to address correspondence to me. This will conduce to prompt attention and, so far as I can arrange, an amicable settlement of matters if and when they arise.

Yours faithfully,

FRANK H. TEMPLER,

Secretary, Auckland F. and F. Union of Employers.

On the 13th March the Tonson Garlick Company forwarded to Mr. Tyson a list of the men discharged or suspended, with the particulars of the wages they were receiving on the 28th February. This list contains the names of twenty-seven men, fourteen of whom were working under permit issued under the terms of the industrial agreement, and thirteen who were on that date receiving the minimum of 1s. 1d. per hour. In a footnote to the list it is stated that the hands retained "are, of course, receiving the full minimum wage."

These are the main facts proved on both sides.

In my opinion the evidence taken as a whole, and the necessary and legitimate inferences I am entitled to draw from it, establish:—

1. That at the time of the coming into operation of the award the company, partly owing to the arrival of the slack season and partly owing to the increased minimum wage prescribed under the award, considered it advisable as a matter of business to reorganize their staff, and in reference to those who had been admittedly unable to earn the minimum wage prescribed under the industrial agreement considered it advisable that those hands should obtain fresh permits from the tribunal set up by the award.

2. That in requiring these admittedly incompetent hands to obtain such permits before they were further employed the company were not acting unreasonably in view of the determination by the award of the industrial agreement.

3. That this accounted for the dismissal or suspension of the majority of the hands suspended or dismissed on the 28th February.

4. That there is no reason to doubt the statement of McKenzie, the company's foreman, that in selecting for suspension or dismissal thirteen of the men who had been previously receiving 1s. 1d. per hour he selected those whom he honestly considered were the least profitable to the company of the general body of such workmen.

5. That the company have retained in their employment a considerable body of journeymen to whom they are paying the minimum wages prescribed by the award.

6. That there is a total absence of any evidence which would justify the Court in holding that in the selection of these thirteen men the company discriminated between unionists and non-unionists.

7. That the fact that these men were not in terms dismissed, but suspended, and that the company were willing to re-employ them if they received permission to work at a lesser wage than 1s. 3d. per hour, does not of itself justify any inference that the company's intention was to evade the provisions of the award, nor do more than establish the fact that in the opinion of the company these men were unable to earn the minimum wage of 1s. 3d. per hour.

8. That the dismissal or suspension of these thirteen men under the circumstances disclosed in the evidence adduced before the Court can in no reasonable sense be called a "lock-out" or be held to be a contravention of the provisions of the award.

9. That the fact that since the 28th February the company has found it necessary to engage only three hands strongly supports the inference that the reorganization of the staff by the company was a necessary incident of the company's business, and

10. That I am unable to see any ground upon which I can fairly draw any inference from the evidence that the acts of the company were done for the purpose of injuring the union, or for any other purpose than the regulation of the business of the company.

In my opinion, therefore, the applicant has failed to establish his complaint against the company, and this application ought to be dismissed.

The charge against the Direct Supply Company is limited to the suspension or dismissal of four men only, the total number of hands including apprentices in the employment of the company coming within the operation of the award being sixty-two. The circumstances under which these men were suspended or dismissed appear from the evidence of Mr. Morrison, the manager of the company; Messrs. Finlayson and Vaughan; and Messrs. Rayner, Taylor, and Gillespie, three of the four men whose services have been dispensed with. Mr. Morrison states that he asked the foremen of the cabinetmaking and upholstery departments (Messrs. Finlayson and Vaughan) to supply him with a list of the names of those men who he considered could not be profitably employed at 1s. 3d. per hour. The names of a number of men were supplied, the majority of whom were "permit" men under the industrial agreement. In the result, eleven hands out of the total number employed were suspended or dismissed. Mr. Morrison speaks of thirteen being discharged, but the list put in only shows eleven. Of these men all but four were admittedly unable to earn even the minimum wage of 1s. 1d. per hour. On the 13th March, 1903, the company wrote the following letter to Mr. Tyson:—

DEAR SIR,—I herewith forward you a list of those suspended by my company, and the amount of wages hitherto paid them previous to the award of the Arbitration Court coming into force. Should you be good enough to give them permits to start work again at the undermentioned rates the company will be pleased to reinstate them again, and should their work come fairly abreast of the men now in our employ it will give us pleasure to pay them the full minimum wage.

Yours faithfully,

DIRECT SUPPLY COMPANY, per S.G.M.*

Then follow the names of the men, and the wages they had been receiving. Eleven names are stated in this list, and, of these, four only are claimed by the applicant to come within the category of competent men. Two of these four men had been employed as cabinetmakers, and two as upholsterers. Finlayson, the foreman of the cabinetmaking department, states in his evidence before this Court: "I had several conversations with Mr. Morrison before the 28th February as to the employment of men in the factory. I had to report as to the value of the work the men were able to do on several occasions. I was asked by Mr. Morrison to report as to the number of men who were unable to earn 1s. 3d.

Mr. Morrison asked me to report who could and who could not earn it. In the Stanley Street factory there were about twenty-four men. I reported six or seven who were not able to earn the 1s. 3d. per hour. Of these, Taylor and Rayner were earning the minimum wage of 1s. 1d. per hour. In consequence of my report Morrison instructed me if I could not employ them profitably at the new rate of wages that they would have to get a permit at what I was willing to give them. I gave Taylor a reason why I couldn't pay him 1s. 3d. Rayner I told he would have to stay off for a day or two. I told Taylor he took too long over his work. I made no discrimination between unionists and non-unionists. I didn't know who belonged to the union or not. If I myself had been the employer of these men I would have put them off and got other better men in their places, but Mr. Morrison wanted to keep the places open for these men if they got a permit." In cross-examination he stated: "I know how long a man ought to take over a job. I went by my own opinion. I could have given their job to another man, and got the work done quicker. I had a standard. It was that I know how long a man ought to do a job in. I have several times spoken to Taylor about slowness, but have not reported him specially. In general terms I have reported him as slow. I have never used the precise term. He got 1s. 1d. up to the time the award came into force. Before the award Mr. Morrison asked me if the award should be 1s. 3d. what men could profitably be employed at that rate."

Rayner in his evidence stated that he considered himself a competent man, that he had had thirteen years' experience, and had been in the employment of the company for eighteen months at 1s. 1d., and that Mr. Morrison told him when he was suspended that he was too slow, but that up to that time no general fault had been found with his work.

Taylor learned his trade at the Direct Supply Company, and had for some time been in receipt of 1s. 1d. He was retained for some few days after the award came into force, completing some work he was engaged upon at the Technical School, and was paid for this work the minimum wage of 1s. 3d. per hour. When the work was finished, he saw Mr. Morrison, who said to him, "I cannot keep you at the increased rate, but I am quite willing to keep you on if you can get a permit to work at 1s. 1d. per hour." Taylor then applied to the union for a permit, which was refused. He then saw the Chairman of the Conciliation Board, with the view of obtaining a permit from him, but he says, "On second thoughts I thought I was competent to earn the minimum wage, and stuck out with the rest." A short time before the award was made, Mr. Morrison advised Taylor to go to Sydney to gain further experience, and offered to give him a letter of recommendation to employers there, and to take him back into the company's service upon his return, but Taylor did not see his way to do this, and preferred to remain in Auckland.

The other two men suspended or discharged were upholsterers. Vaughan, the foreman of the upholstering department states : "I first broached the question of dismissing hands to Mr. Garrett, the manager of the furnishing department, perhaps a fortnight before the award came into force. I said, 'I cannot keep all the men employed; some must go.' Garrett said, 'Put some of them off.' I put off four." This was done apparently on the 28th February. "It was left to my discretion who were to be employed and who were to be dismissed. I made no distinction between union and non-union men. As to Gillespie, he was retained for a few days. In the early part of the first week in March Mr. Morrison asked me how many hands I then had. I told him their names. He said, 'Are these men capable of earning the wages under the award?' I said Gillespie was not, and in the end Gillespie was dismissed. If I had retained Gillespie I had not at that time profitable work for him to do." In cross-examination he stated that Gillespie's weakness was in "time," but he had not reported him as being slow, and that on the 2nd March the company had engaged a fresh man named Simpson at the full rate.

Gillespie was called by the applicant as a witness. He stated that he was a competent man, and that when he was discharged Morrison asked him what wages he wanted; that he stated 1s. 3d., and that Morrison said he couldn't give it to him, but if he got a permit from the union he would pay him 1s. 1d.; and that, in a later conversation with Morrison, Morrison acknowledged that he was a good workman, but stated that he was a trifle slow, or words to that effect.

Corbett was not called.

In my opinion it is impossible to hold upon this evidence that the suspension or discharge by this company of two men in the cabinetmaking department and two men in the upholstery department under the circumstances above stated establishes any sufficient case that the company was acting in contravention of the award. They employed a number of men in both departments, they retained of the alleged competent men all except two in each department, and they are paying to those retained the full minimum wage prescribed by the award. I am therefore quite unable to see upon what ground the applicant can ask the Court to hold that this company has committed a breach of the award, or that it has done anything beyond what a reasonable employer is entitled to do in the ordinary regulation of his business. In my opinion this application must also be dismissed.

As, therefore, in my opinion, the applicant has failed to establish any case against either the Tonson Garlick Company or the Direct Supply Company, the case against the employers' union, which is founded solely on the assistance and support given to these two firms, must also be dismissed.

I am of opinion that the application of Mr. Tyson under section 91 of the Act must also be dismissed. I have already stated

that I am unable to agree with the contention that the course proved to have been followed by the two companies against whom the principal applications have been filed or by the employers' union amounts to a breach of the award, and on this ground alone this application must, in my opinion, fail. But I am further of opinion that the Court has already fully performed the duty cast upon it by section 91. The award is clear and precise in its terms. It directs what the parties shall do and what they shall not do, and it prescribes the penalty for any contravention of the terms and conditions of the award. It has, therefore, in its award fully and clearly satisfied the provisions of section 91.

In conclusion, I desire to say that in my opinion the matters giving rise to these applications have been clothed with an importance and with proportions which they do not merit. As they have been treated as raising questions of great public interest, I have considered it necessary to deal with the actual facts at very considerable length, and to set out in my judgment fully the evidence relevant to the issues before the Court. Stripped of imagery and irrelevant matter, the whole matter reduced to its proper proportions amounts to this: that out of a total body of probably 250 to 300 workers affected by the provisions of the award thirteen men in one firm and four in another—the two firms employing together more than one-half of the total number of workers affected by the award—have, in the reorganization and regulation of these companies' businesses consequent on the coming into operation of an award prescribing material alterations in the terms and conditions of employment, been considered by these companies to be unable to earn the minimum wage prescribed. I entirely disagree with the suggestion made by the counsel for the applicants that in these proceedings the efficacy of the Industrial Conciliation and Arbitration Act is on its trial or that an adverse decision to the applicants emasculates the Court's award and destroys the efficiency of our present system of labour disputes. I entertain no doubt as to the power and jurisdiction of the Court to effectively enforce its awards and to carry out in all matters within its jurisdiction the true intent, meaning, and spirit of the statute. In the present case my decision is based strictly upon the evidence adduced before the Court, and upon which I have formed the opinion that the acts proved to have been done by the defendants do not show any ground for holding that the parties charged have offended against either the spirit or the letter of the award of the Court or against the "policy" of the Act.

Mr. Slater dissents from the reasons I have stated in the foregoing judgment and from the conclusions arrived at by me, and desires me to state that he considers the evidence discloses a concerted breach of the award by both the Tonson Garlick Company and the Direct Supply Company, in concert also with the employers' union, by doing something in contravention of the terms of the award; the breach being the refusal to pay the 1s. 3d. an hour to competent men, by suspending them and telling them that if they

got permits to work at the old rate their benches were there for them, and refusing to employ them unless they got these permits. He considers that the evidence also discloses a breach of clause 17 of the award. In his opinion what was done was done for the purpose of injuring the union.

Mr. Brown authorises me to say that he agrees that the applications should be dismissed.

The order of the Court is that these applications are dismissed.

THEO. COOPER, J., President.

TARANAKI INDUSTRIAL DISTRICT.

(571.) NEW PLYMOUTH PAINTERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the New Plymouth Painters' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): James Bellringer, painter, Devon Street, New Plymouth; Okey, Son, and Arnold, painters, Devon Street, New Plymouth; West and Sons, painters, Devon Street, New Plymouth; W. R. Proctor, painter, Devon Street, New Plymouth; B. Leonard, painter, Powderham Street, New Plymouth; J. Nash, painter, New Plymouth; H. W. Pillar, painter, Courtney Street, New Plymouth; Boon Bros., builders, Cover Street, New Plymouth; A. A. Pikett, builder, Devon Street, New Plymouth; Mabel Cleland, builder, Gill Street, New Plymouth.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively

do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 25th day of April, 1903, and shall continue in force until the 25th day of April, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 18th day of April, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The hours of labour shall be from 8 a.m. to 5 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays, from the 1st day of September to the 30th day of April (both inclusive); one hour to be allowed each day for dinner (Saturdays excepted). From the 1st day of May to the 31st day of August (both inclusive) the hours of labour shall be from 8 a.m. to 4.30 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays, half an hour to be allowed each day for dinner (Saturdays excepted).

Overtime.

2. All work worked beyond the time mentioned in the foregoing clause shall be deemed to be overtime, and shall be paid for at the following rates: Time worked from the ordinary hour of ceasing work up to 8 p.m., at the rate of time and a quarter; between 8 p.m. and midnight, time and a half; between midnight and the ordinary hour for commencing work, double time; on Saturdays from the ordinary time of ceasing work till midnight, time and a half; on Sundays, Christmas Day, and Good Friday, double time.

Minimum Rate of Wages.

3. All journeymen painters, paperhangers, glaziers, grainers, and decorators, and all other journeymen working at any branch of the trade (except as hereinafter provided), shall be paid not less than 1s. 2d. per hour.

Payment of Wages.

4. Wages shall be paid weekly by the employer either on the job or at his place of business at his option. The present custom of

allowing to the workman a half-hour's pay for the time occupied in going for and receiving payment at the employers' place of business shall continue and be binding upon employers.

Suburban Work.

5. Every workman shall be at the place where the work is required to be done at the hour appointed for the commencement of the work; but if such work is to be performed elsewhere than at the shop of the employer, and over two miles from the Bank of New Zealand, Devon Street, New Plymouth, the work shall be considered to be suburban work, and journeymen employed thereon shall be allowed and paid for the time which would be reasonably occupied by them in walking to and from such work by the nearest way available for foot-passengers, or they shall be conveyed to and from such work at the cost of the employer; but no journeyman residing within two miles, by the nearest convenient way of access for foot-passengers, from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

Country Work.

6. Work performed at such a distance from the shop of the employer that the journeyman employed cannot return to the shop of his employer or to his own place of abode on the same day shall be considered to be country work.

7. Every journeyman engaged on country work within the meaning of this clause (6) shall be paid in addition to his ordinary wages a further sum of 1s. a day for each and every day while he is so employed. He shall also be paid his reasonable travelling-expenses in going to and returning from such job, but once only during the continuance of the job, unless he shall in the meantime be recalled and again sent back by his employer. He shall also be paid at the rate of his ordinary wage for the time occupied by him in travelling to the place where such work is to be done, but for eight hours only during each day occupied in travelling although he may be actually engaged in travelling for more than eight hours on any such day.

8. Notwithstanding anything in this award contained, any employer may agree with any workman employed by him on a country job that the hours of work shall be other than those hereinbefore prescribed without payment of overtime rates, but so that not less than the minimum wage per hour prescribed by this award for ordinary work shall be paid to such workman.

Incompetent Workmen.

9. Any journeyman who may consider himself unable to earn the minimum wage hereinbefore prescribed may be paid such less wage as shall be from time to time agreed upon in writing between such journeyman, his employer, and the president or secretary of

the union, or in default of such agreement, after twenty-four hours' notice in writing by such journeyman to the secretary of the union, as shall be fixed by the Chairman of the Conciliation Board for this industrial district, and twenty-four hours' notice of the application to such Chairman shall be given by such journeyman to the said secretary, who, as well as the employer or proposed employer, shall be entitled to be heard by such Chairman. Any journeyman whose wages shall have been so agreed upon or fixed may work for and be employed by any employer at such lesser wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until his wages shall have been again fixed in the manner prescribed by this clause, after twenty-four hours' notice in writing shall have been given to him by the secretary of the union requiring his wages to be again agreed upon or fixed in the manner prescribed by this clause.

Apprentices.

10. All boys working in any branch of the trade shall be legally indentured as apprentices for the term of five years, but every boy so employed shall be allowed one calendar month's probation prior to being so indentured. If at the end of such probation the employer shall continue to employ such youth, then such youth shall be legally apprenticed under the provisions of this award, and in such case the said period of one month shall be reckoned as part of the period of apprenticeship prescribed by this award.

11. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of three. For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice, the calculation shall be based on a two-thirds full-time employment of the journeymen employed for the six previous calendar months.

12. Arrangements legally made between employers and apprentices at the time of the coming into operation of this award shall not be prejudiced, but any employer then employing any apprentice under any verbal arrangement must procure such apprentice to be indentured within one calendar month thereafter.

13. If any employer shall from any unforeseen cause be unable to fulfil his obligation to any apprentice it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding that he has already the full number of apprentices allowed by these conditions.

Wages for Apprentices.

14. The minimum rate of wages to be paid to apprentices shall be as follows: For the first year, 7s. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; and for the fifth year, £1 5s. per week.

Employers' Sons.

15. Nothing in the foregoing clauses relating to apprentices shall restrict the right of any employer to employ his son or sons in his business at whatever terms, and under whatever conditions he may think fit, and although he may without such son or sons have the full number of apprentices permitted by these conditions.

General.

16. Each employer employing apprentices shall, when called on to do so in writing by the Inspector of Factories within whose district such employer may have his principal place of business, give reasonable information to such Inspector of the number of apprentices in his employ and the particulars of their engagements, and shall, if such Inspector shall request him so to do, allow such Inspector to inspect the deeds of apprenticeship of such apprentices.

17. No employer shall place any obstacle in the way of the representative of the union collecting moneys due to the union from its members, provided that such collection is not made in working-hours.

Preference.

17A. If and so long as the rules of the union shall permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person residing or who may hereafter reside in this industrial district who is of good character and of sober habits, and who is a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case and thereafter employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. Nothing in this clause shall be deemed to prevent any employer from continuing in his employment any journeyman legally employed by him at the time of the coming into operation of this award, notwithstanding such journeyman may not be or elect to be or become a member of the union.

18. The union shall keep in some convenient place within one mile from the Chief Post-office, New Plymouth, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom each such journeyman shall have been employed during the preceding nine

months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be liable as for a breach of this award in case any entry in such book shall be wilfully false to the knowledge of the executive of the union, or in case they shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge on every working-day except Saturday between the hours of 8 a.m. and 5 p.m., and on Saturday between the hours of 8 a.m. and noon. If the union fail to keep the book in the manner prescribed by this clause, then and in such case, and so long as such failure shall continue, employers may, if they shall so think fit, employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the daily newspapers published at New Plymouth shall be given by the union of the place where such employment-book is kept, and of any change in such place.

19. No employer shall discriminate against members of the union, and no employer shall, in the engagement or dismissal of his hands, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

20. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

Term of Award.

21. This award shall take effect from the 25th day of April, 1903, and shall continue in force until the 25th day of April, 1905.

Limitation of Award.

22. This award shall be limited to employers carrying on business in the town and suburbs of New Plymouth.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the Court hath heretofore set his hand, this 18th day of April, 1903.

THEO. COOPER, J., President.

(572.) NEW PLYMOUTH CARPENTERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Amalgamated Society of Carpenters and Joiners' (New Plymouth Branch) Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): The Taranaki Master Builders'

Association Industrial Union of Employers and the following members thereof—H. Wallath and Sons, New Plymouth; G. Cliff, New Plymouth; James Mannix, New Plymouth; R. Coleman, New Plymouth; James Loveridge, New Plymouth; A. Pickett, New Plymouth; Louis F. Bullo, New Plymouth; W. J. Campbell, New Plymouth; F. Grayling, New Plymouth; Boon Bros., New Plymouth; W. F. Brooking, New Plymouth; W. Bond, New Plymouth; W. Barnes, New Plymouth; Gilbertson and O'Regan, New Plymouth; J. Tong, New Plymouth; M. Andrews, New Plymouth; George Hall, Lepperton; — Smith, Lepperton; John Goller, Inglewood; N. J. King, Stratford; Henry and Irvine, Stratford; W. Howson, Stratford; F. Brown, Stratford; — Youngman, Midhurst; F. Potts, Eltham; Jas. Boon, Stratford; J. Walters, Stratford; George Kay, Stratford; F. Crawford, Eltham; E. Page, Eltham; W. Page, Eltham; W. Floyd, Eltham; — Fitton, Eltham; Baker and McMeahan, Eltham; Grant and Lord, Hawera; — Pacey, Hawera; — McInerney, Eltham; — Ryan, Manaia; Leslie Steele, New Plymouth; James Wright, New Plymouth; Peter B. Ross, New Plymouth; Robert Hooker, New Plymouth; Edward Bullo, New Plymouth; George Brown, New Plymouth; Sash and Door Company, New Plymouth; P. Jury, New Plymouth; James Robbie, New Plymouth; D. Penwarden, New Plymouth; Edward Stevenson, New Plymouth; George W. Hartnell, New Plymouth; John William Tong, New Plymouth; Joseph G. Barnes, New Plymouth; — Cotter, New Plymouth; Henry Brown and Co., New Plymouth; J. A. Maisey, New Plymouth; and the New Plymouth Carpenters' Union also joined as parties hereto.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contra-

vention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 30th day of April, 1903, and shall continue in force until the 30th day of April, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 18th day of April, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. The recognised hours of work throughout the year, except in the months of May, June, and July, shall be forty-seven in each week, and, excepting in these months, shall commence on five days of the week at 7.45 a.m. and cease at 5 p.m., with three-quarters of an hour each day for dinner, and on Saturdays the hours shall be from 8 a.m. to 12.30 p.m. During the months of May, June, and July the hours shall be forty-seven for the week, and in these months work shall commence each day on five days of the week at 7.30 a.m. and cease at 4.45 p.m., with three-quarters of an hour each day for dinner; and on Saturdays the hours shall be from 8 a.m. to 12.30 p.m.

Minimum Wages.

2. That, except as mentioned in clause 3 hereof, all journeymen carpenters and joiners shall be paid a minimum wage of 1s. 3d. per hour for any work done on any day (except on the days hereinafter mentioned) during the recognised hours of work.

Workmen unable to earn the Minimum Wage.

3. Any journeyman who may consider himself unable to earn the minimum wage hereinbefore prescribed may be paid such less wage as shall be from time to time agreed upon in writing between such journeyman, his employer, and the president or secretary of the union, or in default of such agreement, after twenty-four hours' notice in writing by such journeyman to the secretary of the worker's union, as shall be fixed by the Chairman of the Conciliation Board for this industrial district, and twenty-four hours' notice of the application to such Chairman shall be given by such journeyman to the said secretary, who shall, as well as the employer or proposed employer of such journeyman, be entitled to be heard by such Chairman. Where the journeyman resides more than twenty-five miles from New Plymouth he may, if he so desire, have

such wages fixed by the Stipendiary Magistrate of the district in which he shall reside, and if there shall be within reasonable distance from the residence of such journeyman a known accredited agent of the worker's union, twenty-four hours' notice of such application shall be given by such journeyman to such agent, and such agent, as well as the employer or proposed employer of such journeyman, shall be entitled to be heard on such application before such Stipendiary Magistrate.

Any journeyman whose wages shall have been so agreed upon or fixed may work for and be employed by any employer for such lesser wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until his wages shall have been again fixed in the manner prescribed by this clause, after fourteen days' notice in writing shall have been given to him by the secretary of the workers' union requiring his wages to be again agreed upon or fixed in the manner prescribed by this clause.

Piecework and Subletting.

4. That, except in respect of stair-building, no carpenter or joiner shall be paid by piecework. No employer shall sublet his work, labour only.

Overtime.

5. All overtime worked, and all work done on the statutory holidays, shall be paid for at the rate of time and a half; but work done on Christmas Day, Good Friday, and Sunday shall be paid for at the rate of double time.

Suburban Work.

6. Every workman shall be at the place where the work is required to be done at the hour appointed for the commencement of the work, but if such work is to be performed elsewhere than at the shop of the employer, and over two miles from the Bank of New Zealand, New Plymouth; or in the case of employers and men at Stratford, over two miles from the Chief Post-office, Stratford; or in the case of employers and men at Hawera, over two miles from the Chief Post-office, Hawera; or in the case of employers and men at Eltham, over two miles from the Bank of New Zealand, Eltham; or in the case of employers and men at Inglewood, Midhirst, Lepperton, or Waitara, over two miles from the Chief Post-office at each of such places respectively, the work shall be considered to be suburban work, and journeymen employed thereon shall be allowed and paid for the time which would be reasonably occupied by them in walking to and from such work by the nearest way available for foot-passengers, or they shall be conveyed to and from such work, at the cost of the employer; but no journeyman residing within two miles, by the nearest convenient way of access for foot-passengers, from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

In respect to towns in this district not expressly mentioned in this clause the two miles shall be calculated from the employer's place of business, and the other provisions of this clause shall apply.

Country Work.

7. Work performed at such a distance from the shop of the employer that the journeyman employed cannot return to the shop of his employer, or to his own place of abode, on the same day shall be considered country work.

8. Every journeyman engaged on country work within the meaning of clause 7 hereof shall be paid, in addition to his ordinary wages, a further sum of 1s. for each and every day while he is so employed. He shall also be paid his reasonable travelling-expenses in going to and returning from such job, but once only during the continuance of the job, unless he shall be recalled and again sent back by his employer. He shall also be paid at the rate of his ordinary wage for the time occupied by him in travelling to the place where such work is to be done, but for eight hours only during each day occupied in travelling, although he may be actually engaged in travelling for more than eight hours on any such day.

9. Notwithstanding anything in this award contained, any employer may agree with any workman employed by him on a country job that the hours of work shall be other than those hereinbefore prescribed, without payment of overtime rates, but so that not less than the minimum wage per hour prescribed by this award for ordinary work shall be paid to such workman.

Tools, &c.

10. Where work is performed elsewhere than at the place of business of the employer, he shall provide upon the premises where the work is performed a properly secured place for the tools of the journeymen employed by him upon such work, and reasonable sanitary conveniences for the use of such journeymen.

11. Every employer shall provide and keep a suitable grindstone for the use of his journeymen, and every journeyman shall at all times keep his tools in proper order.

12. When men who have been employed for not less than four weeks are discharged, one hour shall be allowed them to put their tools in order.

Payment of Wages.

13. All wages shall be paid weekly at the place of work, and within thirty minutes of ceasing work.

Apprentices.

14. No limitation shall be put upon the number of apprentices. All apprentices taken on after this date shall be bound by deed of apprenticeship, and the period of apprenticeship shall be five years. Arrangements now in existence between apprentices and

employers shall not be prejudiced, and such apprentices may complete their period of apprenticeship without a deed of apprenticeship, but it shall be incumbent upon the employer of any such apprentice to give notice in writing within one calendar month from the date of this award to the secretary of the workers' union of the name of such apprentice, and of the period when his service began and when it is to end.

15. Any employer before taking a youth as apprentice shall be entitled to employ him for three months on probation. If at the end of such probation the employer shall continue to employ such youth, then such youth shall be legally apprenticed under the provisions of this award, and in such case the period of three months shall be reckoned as part of the period of apprenticeship prescribed by this award.

Wages for Apprentices.

16. The wages to be paid to apprentices shall be as follow: During the first year of apprenticeship not less than 5s. per week; during the second year not less than 10s. per week; during the third year not less than 15s. per week; during the fourth year not less than £1 per week; and during the fifth year not less than £1 5s. per week.

Existing Contracts.

17. Notwithstanding the provisions of this award, journeymen may be employed by and work for any employer for the purpose of completing any contract by which such employer may be bound and which was on the 14th day of April, 1903, uncompleted, and by which any employer was prior to the 14th day of April, 1903, bound, and it shall be lawful for such employer to agree with any workmen as to the rate of wages, hours of work, and rate of overtime applicable to such work, notwithstanding the provisions of this award. Any employer who desires to take advantage of this provision shall, within fourteen days from the date of the coming into operation of this award, give to the secretary of the workers' union, and also to the secretary of the employers' union, notice in writing of the contract in respect of which he claims to be entitled to the benefit of this provision, stating the date of each such contract, the name of the person with whom the same has been entered into, and the nature of the work and where the same is to be performed; and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

Preference.

18. If and so long as the rules of this union shall permit any person now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly

or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. It shall be a sufficient compliance with this clause if the person so employed is a member of the local union or of the local branch or of any branch in the colony of the Amalgamated Society of Carpenters and Joiners.

19. Nothing in the foregoing clause shall be deemed to affect the right of any employer to continue to employ any person who may be in his employment at this date, but such employer may continue to employ such person, notwithstanding such person may not elect or desire to become a member of the workers' union.

20. The workers' union shall, during the time while this award is in operation, keep at some convenient place within one mile from the Chief Post-office, New Plymouth, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the local workers' union who are for the time being out of employment, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding nine calendar months. Immediately upon any member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of any officer of such union, or in case the executive officers of such union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. Notice of the place where such employment-book is kept and of any change in such place shall be given by the workers' union by advertisement in the two daily newspapers published in New Plymouth. If the said union fail to keep the said employment-book in the manner prescribed by this award then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be performed.

21. Employment-books shall also be kept by the workers' union at some convenient place in Stratford, Eltham, and Hawera, showing in each book the members of the union for the time being out of employment in each such place. Notice of the respective places where such employment-books are kept shall be given in respect to Stratford in the principal daily newspaper published there, and in respect to Hawera in the principal daily newspaper published there, and in respect to Eltham in the principal news-

paper published there. The provisions of clause 20 shall apply to such employment-books save as varied by this clause.

22. The union shall cause to be entered correctly in the said employment-books the names and addresses of all men in each such place in respect of whom a wage less than the minimum wage shall from time to time be fixed under the provisions of the award, and the amount of wages for which each such man shall be entitled to work.

23. Members of the workers' union shall, whenever possible when seeking work, give preference of service to members of the employers' union, having regard to their place of residence, and other circumstances and conditions being equal.

24. No employer shall discriminate against members of the union, or shall in the engagement or dismissal of his men, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

25. Where members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

26. The words "the workers' union" and "the union" where used in the foregoing clauses shall be deemed to mean and include the local carpenters' union and the local branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers.

27. The word "journeyman" where used in this award shall not be deemed to include any persons but journeyman carpenters and joiners.

Term of Award.

28. This award shall take effect from the 30th day of April, 1903, and shall continue in operation until the 30th day of April, 1905.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the Court hath heretofore set his hand, this 18th day of April, 1903.

THEO. COOPER, J., President.

(573.) TARANAKI LETTERPRESS LITHOGRAPHERS AND MACHINISTS.—APPLICATIONS FOR ENFORCEMENTS.—JUDGMENT OF COURT.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—The Taranaki Letterpress Lithographers and Machinists' Industrial Union of Workers and Henry Weston. A. A. Ambridge and J. H. Clayton.

In these matters the union had not complied with the provisions of section 98 of the Act, no ballot of the members of the union having been taken approving of the applications to the Court. The applications were therefore struck out, without prejudice to the matters being again brought before the Court upon compliance with the provisions of the Act.

THEO. COOPER, J., President.

(574.) NEW ZEALAND FEDERATED BOOT TRADE ASSOCIATION.—
EXTENSION OF AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an application by the New Zealand Federated Boot Trade Industrial Association of Workmen to extend an award made on the 4th day of May, 1901, to Hal Goodacre and the Egmont Boot and Shoe Company, New Plymouth.

Friday, the 17th day of April, 1903.

UPON hearing Mr. Aggers for the above-mentioned association, and Mr. Hal Goodacre for himself and for the Egmont Boot and Shoe Company, New Plymouth, and upon hearing the evidence adduced by the parties hereto, the Court being satisfied that the necessary notice required by the above-mentioned Act has been duly given to the said Hal Goodacre and to the said Egmont Boot and Shoe Company, and it having been proved to the satisfaction of the Court that the award above referred to and made by this Court on the 4th day of May, 1901, and a copy of which is hereto annexed, relates to a trade or manufacture the products of which enter into competition in the markets of this colony with those manufactured by the said Hal Goodacre and the Egmont Boot and Shoe Company in the Taranaki Industrial District, and that a majority of the employers engaged and of the unions of workers concerned in the trade or manufacture in the colony are bound by the said award:

The Court of Arbitration of New Zealand doth hereby extend the said award (a copy of which is hereto annexed as aforesaid) to the said Hal Goodacre and to the said Egmont Boot and Shoe Company, and doth order that the said Hal Goodacre and the said Egmont Boot and Shoe Company shall henceforth be bound by the provisions and conditions of the said award, subject to the following modifications agreed upon by the said applicant: The hours of work may, as regards the said Hal Goodacre and the said Egmont Boot and Shoe Company, be between the hours of 7.45 a.m. and 5.30 p.m. on five days of the week, and 7.45 a.m. and 12 noon on Saturday, in lieu of the hours set forth in clause 8 of the said award; and the committee constituted under clause 12 of the said award shall, in respect of the said Hal Goodacre and the Egmont Boot and Shoe Company, consist of the said Hal Goodacre and the manager of the factory of the said Egmont Boot and Shoe Company, and of two persons appointed by the local branch of the said bootmakers' union at New Plymouth. With the aforesaid modifications the said Hal Goodacre and the said Egmont Boot and Shoe Company shall henceforth be bound by the terms and conditions of the said award in every respect as if the said Hal Goodacre and the said Egmont Boot and Shoe Company had been original parties thereto.

By the Court.

THEO. COOPER, J., President.

COPY OF AWARD REFERRED TO IN THE ANNEXED ORDER OF THE
COURT.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workmen (hereinafter called the “workmen’s union”) and the New Zealand Boot-manufacturers’ Industrial Union of Employers, and the following non-associated employers carrying on business in Christchurch: Arthur John Marshall, George Barker, Bowron Bros., Mrs. Peter Thompson, Duckworth and Turner, Suckling Bros., Raynor and Son, Sidney Smith and Son, H. Pannell, Maine Bros. (hereinafter called “the employers”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and the employers by their representatives duly appointed, and such witnesses as were produced before it, doth hereby order as follows: That, as between the union and the members thereof and the employers and each of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and the members thereof and upon the employers and each of them, and the said terms shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, the union and members thereof and the employers and each of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by, observe, and perform the same. And the Court doth hereby further award and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of the award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of June, 1901, and shall continue in force until the 31st day of May, 1903. And this Court doth further order that duplicates of this award shall be deposited in the offices of the Clerks of Awards at the Supreme Court of New Zealand, Canterbury District, at Christchurch; at the Supreme Court of New Zealand, Otago and Southland District, at Dunedin; at the Supreme Court of New Zealand, Wellington District, at Wellington; and at the Supreme Court of New Zealand, Northern District, at Auckland.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 4th day of May, 1901.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Preference of Employment.

1. Throughout all the departments recognised by this award preference of employment shall be given by employers to members of the New Zealand Federated Boot Trade Union, and on the part of the union preference of service shall be given to the members of the employers' federation, it being understood that in each case all things must be equal. When a non-union workman is engaged by an employer in consequence of the union being unable to supply a workman of equal ability willing to undertake the work, at any time within twelve weeks thereafter the unions shall have the right to supply a man capable of performing the work, provided the workman first engaged declines to become a member of the union. This provision shall also apply to those non-union workmen already employed. This condition shall apply only in respect to operations performed by hand, and does not apply to machine-operators.

Departments.

2. These rules and conditions shall apply to the clicking, making, and finishing departments, and to sole-cutters.

The Court reserves to itself the power to make any such award at any time before the expiration of this award as it may consider necessary with regard to the employment, or terms of employment, of any persons other than sole-cutters employed in the rough-stuff department.

Machinery and Subdivision of Labour.

3. It is the manufacturer's right to introduce whatever machinery his business may require, and to divide or subdivide labour in any way he may deem necessary, subject to the payment of wages as set forth in the rules hereinafter set forth. Any system of subdivision may be used, either in connection with hand or machine labour, but the employer must arrange the subdivision so that the product of each man is a separate and independent operation.

Control of Factory.

4. (a.) Every employer is entitled to the fullest control over the management of his factory; (b.) to make such regulations as he deems necessary for time-keeping and good order.

5. Employers shall find all grindery, workshops, light, &c., and serve out all colours and materials used in connection with the trade.

6. All work in clicking, making, and finishing shall be performed in the factory workshops, except when permits to work at home are granted to workmen who are physically unfit to attend. Such permits may be obtained from the Chairman of the Conciliation Board in the district in which the question shall arise.

Classification of Departments.

7. The various departments shall be classified as follows: (1) The clicking department, consisting of clickers; (2) the

making department; (3) the finishing department. The finishing department shall commence with the operation of edge-trimming. Sole-cutters shall be paid at least the minimum wages, and shall be subject to these rules and conditions.

Hours of Work.

8. The recognised regular hours of work shall be fixed by each employer, and shall be between the hours of 8 a.m. and 6 p.m. on five days of the week, and 8 a.m. to 12 noon on the recognised factory half-holiday, subject to forty-eight hours being considered a full week; beyond this, overtime rates must be paid. Should a public holiday intervene, the time lost through such holiday shall be deducted from the forty-eight hours and not from the overtime. Any time lost by any workman in any one week shall be deducted from any overtime worked by him during that week before he shall be paid overtime rates.

Wages.

9. No employer employing workmen at weekly wages shall (except as herein provided) pay to any such workman any less sum than £2 2s. sterling for each week's work. Any time lost by the workman through his own default, or by reason of the breakdown or accident to any of the machinery used by the employer, shall, subject to the provisions of Rule 8, be deducted from the said weekly wages at the rate of 10½d. per hour.

10. All overtime shall be paid for at the rate of 3d. per hour extra.

10A. A week's notice of the termination of the service of the workman shall be given by the employer to the workman and by the workman to the employer; but nothing herein contained shall restrict the right of the employer, if the slackness or exigency of his trade shall render it necessary, to require any workman or section of workmen to work for a part only of any week. In such case the workman shall be paid only for such days as he shall actually work; but no deduction shall be made for loss of time on any such days on which he shall actually work, unless such loss of time is caused by the workman's own default or by breakdown or accident to the machinery used by the employer. The employer shall give to the workman one day's notice of his intention to require him to work for a part only of any week, and shall specify the days on each week on which he shall so require him to work.

11. If an instructor of apprentices is employed, he shall not be allowed to receive any commission out of the earnings of the boys under his charge.

12. In the case of men who are incapable of commanding the minimum wage, they may refer their case to a committee consisting of two persons appointed by the boot-manufacturers' federation, or

any branch thereof, and two persons appointed by the bootmakers' union, or any branch thereof, who shall deal with the application, and their decision shall be final.

Every permit to work below the minimum wage shall be indorsed by the committee, and the permit shall only apply to the employer who for the time being is willing to employ the incapable workman. A complete list of all permits shall be in the possession of the local committee of the employers' federation and the workmen's union. All permits must be renewed at least once every six months.

Employment of Apprentices.

13. (a.) All apprentices shall serve a term of five years, and shall be indentured. (b.) The proportion of apprentices to journeymen of the several branches of the trade shall be as follows, and no greater:—Clicking department: One apprentice to every three men or fraction of the first three. Making department: One apprentice to every four men or fraction of the first four. Finishing department: One apprentice to every four men or fraction of the first four. (c.) For the purpose of determining the proportion of apprentices to journeymen, a given number of men must have been employed in any shop or factory for six months equal to two-thirds full time. (d.) The preceding rules are not to interfere with the engagement of present apprentices, but no new apprentice shall be taken by any employer until the number of apprentices employed by him shall be reduced to the proportions herein provided. (e.) Employers' sons shall not be restricted by the foregoing rules. (f.) Boys employed in putting lasts, feeding heeling-machines, and inking edges for edge-setting machines shall not be counted as apprentices, but the proportion of boys for inking edges shall not exceed one to each edge-setting machine. No boys provided for under this clause shall be permitted to do any other trade operation.

Foreman.

14. Every employer shall be entitled to employ one foreman in each department under the award in addition to a general foreman. Such foreman shall not be eligible for membership in any union of workmen, subject to the following qualifications:—Clicking department: The pattern-cutter shall be deemed to be the foreman. Making department: Where twelve men are employed. Finishing department: Where eight men are employed.

Payment of Wages.

15. Every employer shall pay to each workman and apprentice employed by him all moneys due to such workman once at least in each week.

Copy of Conditions to be posted up.

16. Every employer shall permit a copy of the conditions of labour to be posted in an accessible place in the workroom of each department.

Enforcement of Award in different Districts.

17. It shall be the right of any union in the federation to take proceedings for the enforcement of an award or industrial agreement in their own industrial district.

Industrial Agreements.

18. No industrial agreement or other instrument shall be executed between the New Zealand Boot-manufacturers' Association and non-unionists, or between the Federated Boot Trade Union of Workers and non-union employers, without first intimating in writing to the parties to this award their intention to do so, whether such industrial agreement or other instrument deals with matters arising out of this award or in addition thereto.

THEO. COOPER, J., President.

CANTERBURY INDUSTRIAL DISTRICT.

(575.) CANTERBURY BAKERS.—RECOMMENDATIONS.

Board of Conciliation, Christchurch, 4th April, 1903.

The Canterbury Bakers and Pastrycooks' Union of Workers and the Canterbury Master Bakers' Association of Employers, and Christchurch Working-men's Co-operative Association as bakers; F. Williams, Christchurch; J. S. Slade, Oxford Terrace; J. Farrar, Sydenham; L. Slade, St. Alban's; A. Collins, Templeton; J. Hopper, Addington; J. Franklin, Linwood.

SIR,—

The Board's recommendation is as follows:—

Clause 1. That forty-eight hours constitute a week's work, provided that not more than ten hours is worked on any one day, except as hereinafter mentioned; the hour for beginning work shall not be earlier than 4 a.m., except on Saturdays or before a holiday, when work may be commenced not earlier than 3 a.m. All time worked in excess of forty-eight hours shall be paid at the rate of 1s. 6d. per hour.

Clause 2. The rate of wages shall be as follows: Foreman, £3 per week; second hands, £2 10s. per week; third hands, £2 5s. per week; jobbers, 10s. per day or 1s 3d. per hour.

Clause 3. Where an employer takes charge of work he shall take an equal share of sponging, and if the journeyman comes back to sponge for more than three evenings in a week he shall be paid at the rate of 1s. 6d. per hour.

Clause 4. Journeymen if required to work on Sundays or holidays shall be paid at the rate of time and half.

Clause 5. Any time occupied in sponging or making dough shall be deducted from the day's work (not less than one hour to be allowed).

Clause 6. No apprentice shall be allowed to any firm unless two *bond fide* journeymen be employed; if four men two, but not more than two in any firm. They shall be bound for a period of five years, and shall not be over seventeen years of age when bound. No apprentice shall be allowed to take a *bond fide* journeyman's place until he has been bound four years, and then, if capable, and the master required him to do so, he shall receive journeyman's wages. A copy of each apprentice's indentures must be produced to the secretary, and a copy inserted in the books of the union, and he shall be admitted a member of the union on payment of the sum of 5s. if he joins within one month of his apprenticeship being finished. When an employer performs the duties as first hand he shall be deemed to be a journeyman for the purpose of this clause.

Clause 7. No journeyman is allowed to board or lodge on the premises of his employer, but shall receive his wages in full without any deductions whatever, and wages to be paid weekly.

Clause 8. No carter shall be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

Clause 9. The union shall keep a book with a list of all members of the union out of work and their address, and all employers shall engage their men from the list of names inserted in the book, the said book to be kept within ten minutes' walk of the post-office.

Clause 10. Employers shall employ members of the Canterbury Bakers' Union in preference to non-members, provided there are members of the Canterbury Bakers' Union who are equally qualified with non-members to perform the particular work required to be done, and are ready and willing to undertake it. When non-members are employed there shall be no distinction between members and non-members. Both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

If this recommendation is not objected to on or before the 4th May, 1903, it shall come and remain in force until the 4th May, 1905.

J. R. TRIGGS, Chairman.

The Clerk of Awards, Christchurch.

(576.) THE CHRISTCHURCH TAILORING TRADE.—APPLICATION BY THE EMPLOYERS TO SET ASIDE THE EXPERTS' REPORT.—JUDGMENT OF THE COURT.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—*In re* the Tailors' Dispute.

THIS is an application by the representatives of the employers to set aside the experts' report filed in this dispute, and to adopt in its place a log agreed upon by the Dunedin employers and employees and annexed to the award of the Court made on the 14th day of November last.

The grounds urged by the employers in support of their application are that the time statement agreed upon by the experts will enable pieceworkers to earn a higher wage than that which can be earned under the Dunedin statement, and that Thomas Kerr, the employers' expert, was practically incompetent, and it is also suggested that the expert appointed by the union was, inasmuch as he was secretary of the union, disqualified from acting.

The dispute came before the Court at its last sitting here in October last, some considerable time before the Dunedin award was made. At that sitting the parties applied to the Court to refer the time statement to experts, under section 101 of the Act. This application was concurred in by all parties, and as the time statement or log was of a highly technical nature and contained many hundreds of technical items, each one of which had to be separately assessed, the Court granted the application. It was distinctly agreed by all parties that the experts' report should be accepted by the Court, and that the matters which, in the event of the experts agreeing upon the log, were to be left for the Court to decide were the weekly wages and those conditions of labour included in the dispute and not covered by the log.

In order that the whole body of employers should be represented in the selection of an expert, the Court directed that a meeting of the employers should be convened for that purpose, and Mr. Bain, who with Mr. Hobbs now makes the present application, convened this meeting by circular stating that the business of the meeting was to elect an "expert to confer with an expert appointed by the workers' union and report on the question of the log." Mr. Hobbs, who was chairman of this meeting, reported in writing to the Court "that at a meeting of the employers cited in the above dispute Mr. Thomas Kerr, cutter, employed at Messrs. Strange and Co.'s, High Street, was duly elected as an expert to represent the master tailors." The workers' union, on their part, nominated Mr. Ernest Gohns as their expert. Mr. Gohns is the secretary of the union. The employers inform us this morning that, although they were aware that Gohns was secretary of the union, and believed that they might object to him on that account, they nevertheless waived any objection they might have had, and instructed their expert to meet Mr. Gohns and to go through the log with him, and to come to an agreement, if possible, with him on the whole log. The fullest and most explicit instructions were issued by the Court to these experts and accompanied the order appointing them, the order being made in the manner prescribed by section 101 of the Act after the nominations had been duly forwarded to the Court, and after the experts had signed the consents to act required by the rules. These instructions were: "to take the proposed log and to deal with each item stated in it, and to report to the Court what, in their opinion, is the fair allowance to be placed against each item for the work expressed by such item. If in their opinion items have been omitted or insufficiently expressed, then they will report accordingly, stating what

items should be added, or what items should be more clearly or better expressed. The log is on the basis of a time statement, and it is open to the experts to review and report upon the time-allowance for each item set forth in the log. What the Court desires is not a separate report or expression of opinion from each expert, but a joint report to the Court from them stating the time-allowance on each item of the log which, in their opinion as experts, not as partisans, ought to be fairly stated for each item."

The experts accordingly met, the order and directions being dated the 1st day of November, and, after examining and dealing with every item in the log, and taking more than a month to do so, they, on the 8th day of December, forwarded their report to the Court, the report consisting of thirty-four foolscap pages of closely typed matter, and dealing separately with about one thousand distinct items. The introductory portion of the report is as follows:—

"We, the undersigned, having accepted the burden of experts in the above dispute, do adjudge and determine that the time set out in front of each item in Table A is fair and just to master and worker, and we can see no reason why the said time statement as adjusted by us should not be accepted by employers and employees alike.—THOMAS KERR, ERNEST F. GOHNS."

This report and time statement was filed in Court on the 7th January, 1903.

This morning a notice, dated the 28th March, 1903, was left at the Court, signed by Thomas Kerr, stating that "I find, on reviewing the time statement which Mr. Gohns and myself as experts have filed in the Court, that the total cost per garment will be higher than I had anticipated when considering the various items of the statement seriatim," and asking leave to amend his recommendation by altering a number of items. The employers' representatives go much further, and ask that the whole time statement forming the experts' report be set aside, and another statement prepared in another district in another dispute be adopted in its place.

The objection to the report, based on the alleged incompetency of Mr. Kerr, cannot be allowed to prevail. Mr. Kerr was the nominee of the employers. It is not denied that he has an expert knowledge of the trade, and because he has concurred in and agreed to a time statement which may, perhaps, be more liberal in some of its items than that accepted in Dunedin (although it is admittedly lower than the Wellington log) is no ground for setting aside this joint report. We do not see any ground for the suggestion that Mr. Kerr was not a competent expert; but even if he was not he was selected by the employers, who must be taken to have a full knowledge of his capacity, and the whole body of employers have represented to the Court that he was, in fact, a competent expert. The objection taken to Mr. Gohns that he is secretary to the union must also be overruled. It has been distinctly waived by the employers. We express no opinion on the question whether

but for this waiver Mr. Gohns would have been a qualified person beyond saying that the fact that an expert for the workers is certainly not disqualified from acting because he is connected with the union, nor is an expert for the employers disqualified because he is an employer or connected with one. In this particular instance Mr. Kerr, the employers' expert, was himself the man practically in charge of a considerable department of one of the employers' tailoring branches.

The Court is also unanimously of opinion that the other grounds upon which the report is objected to must also be overruled. The intention of the Legislature was, we think, that where there were technical questions involved in a dispute, the Court should, unless unanswerable reasons were shown to the contrary, accept the experts' report in cases where there was a joint report. While the experts are not to be deemed to be members of the Court for the purpose of disposing of a dispute, the technical questions involved may be referred to them, and it is to be observed that the selection of the experts is not left to the Court, but they are to be nominated by the parties. They are in the position of *quasi*-arbitrators, whose report ought in all cases to be accepted, except where there are very special reasons to the contrary. They are directed to "sit as experts," and the general scope of clause 101 is that their decision ought in general, when it takes the form of a joint report, to be binding upon both parties. In this case especially it ought to be, for the matter was referred to the experts upon the distinct intimation that if they agreed upon a log, that log should be accepted by the Court. If the Court were to accede to the request of the employers and ignore the report it would be practically erasing from the statute the provisions of clause 101, and the parties would be in exactly the same position as they were before the log was referred to the experts. It is impossible for any Court to construct a tailor's log, containing as each log does many hundreds of items, and the request of the employers to discard their experts' report in favour of another log in force in another place could not be given effect to without a technical and critical examination of the items in each log. There can be no hardship in holding the employers to the log agreed upon by their representative appointed by them for that express purpose, and in our opinion in so doing we are giving effect to the provisions of the statute and to the intention of the Legislature.

The other matters not involved in the time statement and log are, of course, open for determination, and we are prepared to hear evidence on such matters from each party.

THEO. COOPER, J., President.

Christchurch, 30th March, 1903.

(577.) CHRISTCHURCH TINSMITHS.—ORDER OF THE COURT.

9th April, 1903.

THIS is an application to the Court to order that certain parties who have refused to sign an industrial agreement made between the majority of the employers and the union shall be brought under the terms of the agreement.

With reference to three of the parties cited—Messrs. Falconer and Colville, Hement Bros., and Lucas Bros.—the union has, in our opinion, established its case, and we therefore order that these parties shall be bound by the conditions set forth in the agreement, and have made an award accordingly. With regard to the meat companies and to Messrs. Aulsebrook and Co., when this trade first came before this Court in March, 1899, these parties were expressly exempted from the award, the conditions being, in the opinion of the Court, inapplicable to them. In Wellington, in the same trade, the Court has also exempted the meat companies and persons who employ men to make tins for the purpose of enclosing only their own manufactures. The conditions and circumstances which existed in 1899 are not materially different now. It is apparent, and has, in fact, been admitted, that many of the conditions of the industrial agreement are inapplicable to such businesses. The work is not really skilled journeyman's work, although, no doubt, it is work which is sometimes undertaken by journeymen. The apprenticeship clauses are inapplicable, and so are many of the other terms of the agreement. Then, as regards the hours and other conditions of labour, the reasons which justified the Court in exempting these parties in 1899 still exist.

It is impossible for us to attempt to regulate the conditions of labour in one department only of these businesses in a collateral dispute without having before us the full conditions of the work of the factory as a whole. The provisions of the Act of 1901, which were passed for the express purpose of enabling an award to be made in one dispute involving a business consisting of a number of departments, afford a reasonable and fair way of dealing with such businesses, but we do not see how we can properly and satisfactorily deal with one department only in what is a collateral dispute. The present application is one for the purpose only of applying the conditions of the industrial agreement to these parties.

In our opinion the conditions of this agreement are inapplicable, and clauses 2, 8, 9, 10, 11, and 12 would be quite unworkable. We cannot, therefore, grant the application in respect to the meat companies, Messrs. Aulsebrook and Co., and Mr. Edmonds. In respect to Jonathan Brown, he is a canister-maker only. If he is bound by the agreement he will be unable to comply with the apprenticeship clauses, as it is clear that he cannot fulfil any obligation to teach a youth the trade of a tinsmith or black-iron worker. We do not, therefore, make any order in regard to him.

THEO. COOPER, J., President.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an application to the Court for an order or award applying the terms and conditions of an industrial agreement dated the 8th day of August, 1901, and made between the Christchurch Tinsmiths and Sheet-metal Workers’ Industrial Union of Workers and Messrs. Taylor and Oakley and others, to the following parties: Falconer and Colville, Hement Bros., Lucas Bros., Jonathan Brown, T. J. Edmonds, Aulsebrook and Co., the Canterbury Meat Company (Limited), and the Christchurch Meat Company (Limited).

THE Court of Arbitration of New Zealand, having taken into consideration the matter of the above application, and having heard the above-mentioned union by its representatives duly appointed, and Messrs. Falconer and Colville, Hement Bros., Jonathan Brown, T. J. Edmonds, Aulsebrook and Co., the Christchurch Meat Company (Limited), and the Canterbury Meat Company (Limited), all appearing either in person or by their respective representatives duly appointed and having been duly heard by the Court, and Messrs. Lucas Bros. not appearing, proof that they have been duly served with notice of this application having been given to the satisfaction of the Court, and the Court having also heard the witnesses called by and on behalf of the said union and by such of the said parties who desired to call evidence and cross-examined by the said parties respectively, doth hereby order and award that Messrs. Falconer and Colville, Hement Bros., and Lucas Bros. shall be and each of the said parties is hereby from this date bound by the terms, conditions, and provisions of the said industrial agreement which said terms, conditions, and provisions are set forth in the schedule hereto annexed. And the Court doth hereby order, award, and declare that as regards Messrs. Falconer and Colville, Hement Bros., and Lucas Bros. the said terms, conditions, and provisions so appearing and set forth in the said schedule shall be deemed to be the award of this Court, and that any breach of such terms, conditions, and provisions by them or any of them shall be deemed to be a breach of the award of the Court, and that such award shall take effect from the date hereof, and shall continue in force until the 1st day of July, 1903, being the date of the expiration of the term of the said industrial agreement.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto subscribed his name, this 9th day of April, 1903.

THEO. COOPER, J., President.

CHRISTCHURCH TINSMITHS.—AGREEMENT.

THE SCHEDULE HEREINBEFORE REFERRED TO IN THE ATTACHED ORDER OF THE COURT, DATED THE 9TH DAY OF APRIL, 1903.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 8th day of August, 1901, between the Christchurch Tinsmiths and Sheet-metal Workers' Industrial Union of Workers (hereinafter called "the workmen's union") of the one part, and the several persons, companies, and firms whose names are subscribed to this agreement (hereinafter called "the employers") of the second part.

Now it is hereby agreed between the workmen's union and every member thereof, and the employers parties hereto, and each and every of them, in manner following, that is to say,—

1. Forty-eight hours shall constitute a week's work, made up as follows: namely, from Monday to Friday inclusive, eight hours and three-quarters' work, and on Saturday four hours and a quarters' work. Work shall cease at noon on Saturday.

2. Only two classes of labour shall be recognised—namely, journeymen and apprentices.

3. Piecework shall not be permitted.

4. Except as hereinafter provided, the minimum rate of wages of journeymen coppersmiths, galvanisers, black-iron workers, and tinsmiths shall be 9s. per day of eight hours.

5. All necessary tools to be provided by the employer.

6. Any workman who considers himself not capable of earning the minimum wage may be paid such less (if any) as shall from time to time be agreed upon in writing between such workman and the chairman and the secretary of the union; and, in default of such agreement, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such workman after twenty-four hours' notice to the secretary of the union, who shall (if desired by him) be heard by such Chairman on such application.

7. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the following rates: namely, from 5 p.m. to 9 p.m., time and a quarter; from 9 p.m. to 12 midnight, time and a half; and from midnight till the hour of beginning work next morning, double rates. On Saturday overtime shall be paid for at time-and-a-half rates from 12 o'clock noon. Work done on Christmas Day, Good Friday, Anniversary Day, and Sunday shall be paid for at double rates; work done on all other recognised general holidays—namely, New Year's Day, Easter Monday, the birthday of the reigning Sovereign and the Heir-Apparent, Labour Day, and Boxing Day—shall be paid for at the rate of time and a half.

8. All boys working at the trade shall sign an agreement within three months of being engaged to serve for a period of five years as apprentice; such agreement to be made in such mode and manner

as shall make it equally binding on the employer, who shall also agree to teach the apprentice any (or all) branches of the trade agreed upon, the agreement only to be broken by the employer upon his proving to the satisfaction of the president or secretary of the union, one other employer, and the Chairman of the Conciliation Board that the boy had been guilty of wilful disobedience, gross immorality, or incompetence. This clause shall not apply to boys working at the trade prior to the 9th day of March, 1899.

9. Apprentices shall be paid during the first year of their service the sum of 5s. for each and every week, with an increase at the commencement of each subsequent year of 5s. per week until the commencement of the fifth year, when the increase shall be 10s. per week.

10. All apprentices, whether now serving an apprenticeship or not, and whether under agreement or not, shall be paid the minimum rate of wages mentioned in the last paragraph.

11. The proportion of apprentices shall be one to every three journeymen or fraction of the first three journeymen; but, if and upon the last engaged apprentice in the shop having completed three years of his term of his apprenticeship, it may be lawful for the employer of the said apprentice to engage another apprentice, notwithstanding anything hereunder contained.

12. For the purpose of determining the proportion of apprentices to journeymen, the journeymen taken into account must have been employed by the employer in the establishment in which such apprentices shall be taken for the preceding six calendar months for at least two-thirds of full time.

13. Any workman employed upon work outside his employer's place of business shall be paid for his time in travelling to and returning from such work, and shall also be paid travelling-expenses necessarily incurred by him. If any such workman shall be necessarily detained from his home all night in connection with such work, such workman shall also be paid all expenses necessarily incurred by him for board and lodging.

14. Employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and are ready and willing to undertake it.

15. That all employers keep a record of journeymen and apprentices employed, and rate of wages paid to each employee; same to be open for inspection by the Chairman of the Conciliation Board or his appointee upon application being made to him by any party to this agreement.

16. The failure by the parties hereto or either or any of them to observe and perform any matter or thing contained in the foregoing clauses, and the doing of anything in contravention of the said terms, conditions, and provisions by any of the parties hereto, shall constitute a breach or breaches of this agreement within the meaning of "The Conciliation and Arbitration Act, 1900."

17. If any party to this agreement shall in any particular commit or suffer a breach of the agreement, or of the said terms, conditions, and provisions embodied in the foregoing clauses, or any of them, such parties shall forfeit and pay not less than £1, or such other penalty as the Arbitration Court shall fix, but so as in no case to exceed £500, and shall be enforceable as provided for in section 94 of "The Industrial Conciliation and Arbitration Act, 1900."

This agreement shall continue in force and be binding on the parties hereto until the 1st day of July, 1903.

As witness the hand of the parties,—

Employers—Taylor and Oakley, James Mercer, H. J. Hardingham, J. Troup, Executors of A. J. White (*per pro* Mr. Reed), A. Hollobon, G. Adcock, Thos. Crompton, W. H. Harris, Wm. Congreve (*per* R. C.), E. Copplestone, Thomas Danks, T. P. Calvert and Son, A. Billens, G. H. Albrecht, Wm. Clark.

Witnesses to signatures of employers—R. A. Tucker, Salesman, Christchurch; F. C. Bigwood, Plumber, Christchurch; Chas. Brown, Salesman, Christchurch; W. L. Thomas, Clerk, Christchurch; J. B. Butler, Tinsmith, Addington; W. R. Crompton, Ironworker, Christchurch; Alfred Baker, Tinworker, Christchurch; Sidney Dixon, Salesman, Christchurch; Thos. E. Danks, Salesman, Linwood.

For the union—J. B. Butler, President; J. A. McCullough, Secretary.

Witness for the union—D. R. Kennedy, Cabinetmaker, Princes Street, Riccarton.

**(578.) THE CANTERBURY TANNERS' AND FELLMONGERS' AWARD.
—APPLICATION FOR INTERPRETATION.—JUDGMENT OF THE COURT.**

9th March, 1903.

THE decision of the Court, given on the 9th September, 1902, is sufficiently clear in its terms, and, as we intimated at the hearing of this application at the last sitting of this Court, no other answer can be given. To define the meaning of the word "tannery" upon a proceeding of this nature the Court considers would be improper and inadvisable, and we decline to reconsider or to add anything to the decision of the Court given in September last.

With reference to clause 8 of the award, that clause was inserted at the request and by the agreement of the union and the employers. We have examined the notes and records of the proceedings at the hearing of the dispute in August, 1901, and this is clearly stated. It is clear that the clause in question has no reference to workers employed on daily wages in or about a tannery, this class of labour being expressly provided for in clauses 5 and 6A of the award.

THEO. COOPER, J., President.

FILED IN JUNE.

NORTHERN INDUSTRIAL DISTRICT.

(579.) AUCKLAND TAILORESSES.—ORDER OF THE COURT.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an application by the New Zealand Clothing-manufacturers' Association and the New Zealand Federated and other Clothing Trade Employees' Industrial Union of Workers, applicants, and the Auckland Clothing Trade Industrial Union of Employers and the Auckland Tailoresses' Union, objectors.

UPON hearing the applicants and the objectors and the evidence adduced at the said hearing the Court doth, in exercise of the powers vested in it under the said Acts, hereby order and award that so long as the award made by this Court on the 14th day of May, 1902, in a dispute between the New Zealand Clothing-manufacturers' Association and the New Zealand Federated and other Clothing Trade Employees' Industrial Union of Workers, and filed in the offices of the Clerks of Awards at Dunedin, Christchurch, and Wellington respectively, shall continue in force the following modified provisions of the said award shall extend to and bind the Auckland Clothing Trade Industrial Union of Employers and the Auckland Tailoresses' Union :—

1. The rates of wages to be paid to apprentices shall be : For the first four months, 5s. per week ; for the second four months, 7s. 6d. per week ; and for the third four months, 10s. per week ; and thereafter an advance of 2s. 6d. per week every three months until 15s. per week is reached. The girl may after the first twelve months elect to go on piecework.

2. That the number of apprentices shall be limited to one to every three operatives. This shall not affect the apprentices now employed ; but employers shall not, if they are now employing more than the said proportion, take on any more apprentices until the number is, by effluxion of time, reduced to such proportion.

3. That all competent pressers employed at a weekly wage shall be paid a minimum wage of £2 10s. a week, but this provision shall not be deemed to prevent the employment of pressers at such piecework rates as may be agreed upon by the advisory committee prescribed under the industrial agreement hereafter referred to and any particular manufacturer.

Any presser who considers himself unable to earn the said minimum wage of £2 10s. a week may work for and be employed

by any employer at such lesser rate as may be agreed upon in writing between such presser, his employer or proposed employer, and the secretary of the Auckland Operative Tailors' Union (the Union of Shop-tailors) after twenty-four hours' notice in writing to such secretary to be given by such presser, and, in default of such agreement, as may be fixed in writing by the Chairman of the Conciliation Board for this industrial district, twenty-four hours' notice in writing of such application to such Chairman to be first given by such presser to such secretary, and such secretary, as well as the employer or proposed employer of such presser, shall be entitled to be heard before such Chairman. Such presser may work for such lesser rate for six months thereafter, and after the expiration of such period of six months until his wages shall have been again fixed as aforesaid, fourteen days' notice of any application by the secretary of the said union requiring such presser's wages to be again agreed upon or fixed to be first given to such presser.

4. That, subject to the above provisions 1, 2, and 3, the provisions of the industrial agreement made on the 25th day of March, 1902, and filed in the office of the Clerk of Awards at Auckland, shall remain in full force until the same shall be determined according to law.

This order shall take effect from the 23rd day of May, 1903.

By the Court,

THEO. COOPER, J., President.

Dated the 9th day of May, 1903.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an application by the New Zealand Clothing-manufacturers' Association and the New Zealand Federated and other Clothing Trade Employees' Industrial Union of Workers, applicants, and the Auckland Clothing Trade Industrial Union of Employers and the Auckland Tailoresses' Union of Workers, objectors.

JUDGMENT of the Court :—

This is an application under section 87 of the Act to extend an award made on the 14th day of May, 1902, binding the employers and the industrial union of workers in the Otago and Southland, the Canterbury, and the Wellington Industrial Districts to the employers in the Northern Industrial District. The employers' and the workers' unions in the Auckland district have made an industrial agreement which is now current. We have already held that the Court has jurisdiction to entertain this application notwithstanding this agreement, and, since delivering that judgment, we have heard the application upon its merits. The wages-sheets of the Auckland employers, which were necessary material to enable the Court to decide the question under consideration, were only

delivered to us in a complete form on the 21st April, and it has taken a considerable time to compare these sheets with the wages-sheets of the other employers.

It is admitted that there is competition to a more or less extent between the employers bound by the award and the Auckland manufacturers, and the question we have to decide is whether, under the circumstances proved before us, we should extend the award in whole or in part to the Auckland employers.

The award, as also does the industrial agreement, deals with two classes of workers—(1) those working on piecework, and (2) those working for weekly wages.

With reference to the "log" rates, the "log" prescribed under the award (which is substantially a "log" settled by agreement between the southern manufacturers and the southern union some years ago) differs in principle from the "log" agreed upon between the Auckland employers and the Auckland union. If the wages earned under the Auckland "log" are substantially equal to the wages earned under the southern "log," then in our opinion we ought not to impose upon the Auckland manufacturers and workers against their will a "log" framed on a different principle merely because a majority of the employers and workers in the other parts of the colony have chosen to agree upon such "log." We do not consider that we would, under such circumstances, have any legitimate ground to arbitrarily order employers who do not wish to adopt a "log" different in principle from the one they are working by agreement under to alter their system of working. In our opinion, therefore, the main question to be decided is whether the Auckland "log" produces to the Auckland workers substantially the same rate of earnings as the southern "log" does to the southern workers. We have carefully examined the earnings of the Auckland workers and contrasted them with the material supplied to us by the employers bound by the award, and the result is that, in our opinion, the Auckland workers can under their "log" earn substantially as good wages as the southern workers under their "log." We therefore cannot extend the piecework "log" contained in the award to the Auckland manufacturers. The earnings being in each case substantially at equal rates, the Auckland manufacturers are not competing in this respect on unfair terms with the southern manufacturers. We affirm, therefore, the piecework "log" prescribed under the industrial agreement.

With reference to the second class of workers—namely, those employed on weekly wages—we have collated the provisions in the award and the industrial agreement. The classes mentioned in each instrument are coat-machinists, vest-machinists, trouser-machinists, buttonhole-machinists, coatmakers, vestmakers, trouser-makers, and finishers and apprentices.

The wages for coat-machinists are the same in each case—namely, first class, £1 5s.; second class, £1; and third class, 15s. per week. For vest-machinists the Auckland scale is in some

respects higher than the scale under the award, being £1 5s., £1, and 15s. per week for first-, second-, and third-class hands respectively, as against £1 and 17s. 6d. under the award for first- and second-class hands. No third class is provided for under the award. For trouser-machinists the award provides a general wage of £1 2s. 6d. per week; the Auckland scale prescribes £1 5s., £1, and 15s. for first-, second-, and third-class hands respectively. For buttonhole-machinists the award prescribes £1 5s. where no power is used, and £1 2s. 6d. where power is used, and the Auckland scale is £1 and 15s. for first- and second-class hands. For vest and trouser machinists, therefore, the Auckland scale is more favourable to the workers than the scale under the award, while for trouser-machinists it averages practically the same, and for buttonhole-machinists it is lower. On the whole, however, taking all these classes together, it cannot be suggested, we think, that the general rate of wages is lower in Auckland than in the other parts of the colony, although there are differences between them. We are not dealing with a dispute between the Auckland workers and employers, but with a question as to whether on the whole the Auckland manufacturers are paying their workers generally less than the manufacturers bound by the award pay their workers. The wages for vestmakers and trousermakers and finishers are the same under the award and the agreement—namely, £1 5s., £1, and 15s. for first-, second-, and third-class hands respectively. For coatmakers the scale under the award is £1 5s., £1, and 17s. 6d. for first-, second-, and third-class hands respectively, while under the agreement it is £1 5s., £1, and 15s. for the same classes. But the apparent advantage of 2s. 6d. per week for the third-class hand is compensated for by the fact that the term of apprenticeship under the award is two years, while under the agreement it is only one year. Under the award a coat-maker apprentice during the second year only receives 7s. 10d. a week for the first six months of that year, and for the second six months of that year 12s. 6d. a week, while the Auckland apprentice to the same branch may elect to go on piecework at the expiration of the first year, and if she does not do so she, under the scale now paid, and to which we shall presently refer, receives 12s. 6d. for the first three months of her second year of work, and thereafter 15s. a week so long as she remains a third-class hand. We think that the wages above referred to are therefore, taking the factory as a whole, in each case substantially equal to those paid under the award. The wages prescribed for apprentices under the industrial agreement are as they are set out in the agreement, not according to the provisions of the Factory Act. The attention of the Auckland employers has, we assume, been called to this fact, for, although the agreement has not been amended, the printed list of wages handed in to us shows that the wages now paid to apprentices are as follows: For the first four months, 5s.; for the second four months, 7s. 6d.; and for the third four months, 10s. per week, with an advance thereafter of

2s. 6d. every three months until 15s. a week is reached, and with an election on the part of the girl, if she desires to do so, to go on piecework at the expiration of the twelve months. This scale is for each branch of the trade. This is the same scale as the southern award in all cases, except for coatmaking and coat-machining, where the term of apprenticeship is for two years. The amended scale now paid by the Auckland employers is therefore more favourable to the workers in some respects than the scale under the award, and requires no further amendment to put employers in an equal position with those bound under the award.

The award makes provisions for pressers. It provides a "log" for them, and if they work on weekly wages a wage of £2 10s. per week. The industrial agreement does not cover this class, and we think that pressers who are competent workmen, if paid by a weekly wage, should receive in Auckland the rate paid by employers in the other parts of the colony. We have in the order given to the advisory committee set up by the industrial agreement power to fix a piecework "log" for pressers.

The award limits the number of apprentices. The agreement does not. We find from the wages-sheets that as a rule the number of apprentices to competent hands employed in the Auckland factories is not more than one to three. We think that in this trade it is advisable to limit the number, and we, under the power which we have to amend or extend the award as we think fit, think that the limit should, under the circumstances appearing in the evidence adduced before us in this case, be one to three.

The award provides for preference, and the employers bound by the award asked us to extend this provision to Auckland. The industrial agreement does not provide for preference, and the Auckland union, through their representatives at the hearing, expressed themselves satisfied with the agreement. The question of preference is not in our opinion material to the issue before us on the present application. It can have no material bearing on the question of competition. It simply amounts to this: It has been agreed to by parties in the south for many years; it has never been a point in issue in Auckland, as neither by the present nor the former agreement is it stipulated for.

The order we make, therefore, is that (1) the Auckland employers shall pay to their apprentices during the time the present award is in operation the wages following, namely: For the first four months, 5s. per week; for the next four months, 7s. 6d. per week; and for the third four months, 10s. per week; and thereafter an advance of 2s. 6d. every three months until 15s. a week is reached, or the girl may after the first twelve months elect to go on piecework. (These are the rates now paid by the Auckland employers, but differ from the rates prescribed by the agreement, and it is advisable to include them in the order to prevent confusion in the future.) (2.) That the number of apprentices be limited to one to every three operatives. (3.) That the wages of all competen

pressers, if they are employed on a weekly wage, shall be a minimum amount of £2 10s. per week; and that, subject to these provisions, the provisions of the industrial agreement shall continue in full force and effect until such agreement is determined according to law.

The formal order is appended to this judgment.

9th May, 1903.

THEO. COOPER, J., President.

WELLINGTON INDUSTRIAL DISTRICT.

(580.) NAPIER WHARF-LABOURERS.—RECOMMENDATIONS.

In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of a dispute between the Napier Wharf-Labourers and Stevedores' Industrial Union of Workers, and the following employers: J. W. Cargill, Agent Union Steamship Company of New Zealand (Limited); C. H. Cranby, Agent, Huddart, Parker, and Co.; Richardson and Co. (Limited); White and Tonkin; North British and Hawke's Bay Freezing Company; Williams and Kettle (Limited); Tait and Mills; Mrs. Edmund Smith; Madens and Bennett; J. Fenwick and Co.; The Napier Harbour Board; J. and W. Prebble.

THE Conciliation Board for the Industrial District of Wellington, having received the necessary proofs establishing its jurisdiction in the above matter, and having heard the parties and their evidence, and having carefully inquired into the said dispute, recommends as follows:—

That the parties to the said dispute enter into an industrial agreement for a period commencing after the expiry of one month from the filing hereof, and enduring until the 26th day of June, 1905, the agreement to contain the following provisions:—

Hours of Labour.

1. For all classes of labour the ordinary working-hours to be from 8 a.m. till 5 p.m. (exclusive of a meal-hour between 12 noon and 1.15 p.m.). All other time to be classed as overtime.

Rates of Wages.

2. For general wharf and stevedores' labour at the Breakwater, Spit wharves, and wharf-sheds wages to be at the rate of 1s. 6d. per hour for ordinary time, and 2s. 6d. per hour for overtime. Napier roadstead work, general cargo (including wool and tallow), wages to be at the rate of 1s. 4½d. per hour for ordinary time, and 2s. 6d. per hour for overtime. Loading frozen meat from wharves to lighters,

wages to be at the rate of 1s. 6d. per hour for ordinary time, and 2s. 6d. per hour for overtime. In the roadstead all the necessary meals to be supplied by the employer. This clause is not to apply to frozen meat, except as mentioned above.

3. For working all cargo, except frozen meat, at other ports the wages to be 10s. per day (overtime to be at the rate of 2s. 6d. per hour) from time of leaving Napier till return. All travelling-expenses to be paid by the employer. Men to be provided with all necessary meals while on board of vessels.

4. The rates of wages for sailing-lighters, with any cargo except frozen meat, to be the same as at present.

Frozen Meat.

5. That the rate of wages for stevedores working frozen meat in the roadsteads of Napier, Gisborne, and Wanganui be as below :—

Lighters.	<i>Napier.</i>		<i>Beef and Pieces.</i>	
	Mutton.			
" Fanny " ...	1½	hours at 2s. 6d.	1½	hours at 2s. 6d.
" Weka " ...	1½	" 2s. 6d.	1½	" 2s. 6d.
" Trusty " ...	1½	" 2s. 6d.	2½	" 2s. 6d.
" Ahuriri " ...	1½	" 2s. 6d.	1½	" 2s. 6d.

<i>Gisborne.</i>				
" Haku " ...	2	hours at 2s. 6d.	2½	hours at 2s. 6d.
" Inanga " ...	2	" 2s. 6d.	2½	" 2s. 6d.
" Patiki " ...	2	" 2s. 6d.	2½	" 2s. 6d.
" Titi " ...	2½	" 2s. 6d.	3	" 2s. 6d.
" Templar " ...	1½	" 2s. 6d.	2	" 2s. 6d.
" Tawera " ...	1½	" 2s. 6d.	2	" 2s. 6d.
" Venus " ...	1½	" 2s. 6d.	1½	" 2s. 6d.

<i>Wanganui.</i>		
" Thistle " ...	2½	hours at 2s. 6d.
	3	hours at 2s. 6d.

Deck-loads, with the exception of ships' stores up to but not exceeding 5 tons, to be paid extra at the rate of 2s. 6d. per hour. All necessary meals aboard to be supplied by the employer. All travelling-expenses from the time of leaving Napier till arrival on board vessel, and *vice versa*, to be paid by the employer.

6. Steam and sailing lighters carrying meat to be charged 1s. 6d. per hour for ordinary time, and 2s. 6d. for overtime. Time to count right through, exclusive of meal-times. Meals in each case to be provided by the employer.

General.

7. Working in Napier roadstead, time to be from time of leaving the wharf till time of leaving vessel for shore, exclusive of meal-hours. The minimum pay for any one day to be not less than 5s. 6d.

8. Men ordered down to work on wharves or in the roadstead and not required, from 7 a.m. till 9 p.m., to be paid one hour, and from 9 p.m. to 7 a.m., two hours.

9. The following days to be recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, People's Show Day, Christmas Day, and Boxing Day. All work done on Christmas Day, Good Friday, and Sundays to be paid at the rate of double time. All work done on any of the other holidays to be paid at the rate of ordinary overtime.

This clause is not to apply to frozen meat.

10. Meal-hours to be: Breakfast, 7 a.m. to 8 a.m.; a dinner-hour between 12 noon and 1.15 p.m.; tea, 5 p.m. to 6 p.m.; supper, one hour, between 11 p.m. and 1 a.m., according to circumstances. Men employed from midnight to 7 a.m. to receive half an hour for refreshment; for such half-hour no payment shall be made. Men shall work during meal-hours if required to do so, and shall be paid overtime rates, but they are not to be worked for more than six hours consecutively between the hours of 7 a.m. and midnight.

11. All labour to be engaged at some place to be determined mutually from time to time by the secretary to the union and the employers concerned jointly with the secretary to the Harbour Board. Any men required to work overtime to be engaged during the ordinary working-hours. When the arrival of a boat is uncertain, a notice to be posted by the employers, not later than 6 p.m. on Sundays, on a notice-board to be erected on the Harbour Board's building, confirming Saturday's arrangements or notifying alterations in connection therewith.

12. That working gangs below in the roadstead shall consist of not less than five men for wool, eight men for frozen meat, three men for general cargo, and four men for tallow, if the men are available.

13. These recommendations shall not apply to the permanent workmen of the Napier Harbour Board.

14. *Preference to Union Men.*—So long as the rules of the union permit any person of good character and sober habits, and a competent workman, to become a member on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work; but this shall not compel an employer to refuse employment to any person now employed by him.

15. When union and non-union men are employed together they shall work in harmony, and shall receive equal pay.

16. Any difference as to the meaning and intention of the foregoing clauses shall be submitted to a committee consisting of two employers and two members of the workers' union for settlement.

Should the committee fail to arrive at a satisfactory conclusion, the matter in dispute shall be submitted in writing to the Wellington Conciliation Board, whose decision shall be final.

These recommendations will be lodged with Clerk of Awards, Wellington, on the 26th day of May, 1903.

An industrial agreement embodying the above conditions to be entered into on or before the 26th day of June, 1903.

B. L. THOMAS,
Chairman of Board.

CANTERBURY INDUSTRIAL DISTRICT.

(581.) CHRISTCHURCH TAILORING TRADE.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Christchurch Tailoring Trade Industrial Union of Workers (hereinafter called the “workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”): The Christchurch Master Tailors’ Industrial Union of Employers (A. W. Bain, secretary, Cashel Street, Christchurch); W. Sullivan, Colombo Street, Christchurch; G. Fletcher and Sons, Colombo Street, Christchurch; C. Flanagan and Son, Hobbs’s Building, Christchurch; A. Begg, High Street, Christchurch; S. Smith, High Street, Christchurch; Nixon Bros., Manchester Street, Christchurch; J. Thomson, Armagh Street, Christchurch; H. J. Gamble, sen., Cashel Street, Christchurch; H. J. Gamble, jun., Cashel Street, Christchurch; J. Thornton, Cashel Street, Christchurch; R. Muff, Cashel Street, Christchurch; W. Forbes, Manchester Street, Christchurch; Grummett and White, St. Asaph Street, Christchurch; Kaiapoi Clothing Factory, Cashel Street, Christchurch; M. Finlay, Colombo Street, Sydenham; H. Beare, Colombo Street, Sydenham; A. H. Thomas, Colombo Street, Sydenham; J. H. Hooper, Richmond; E. Brown, Richmond; — Taylor, Amberley; J. Howie, Cheviot; C. W. Bell, Rangiora; S. Quartermain, Rangiora; Matthews, Kaiapoi; A. Johnston, Kaiapoi; P. C. Jones, West Oxford; H. Mottoram, Akaroa; — Penrose, Akaroa; James Palmer, Lyttelton; — Baxter, Lyttelton; — Crowley, Lyttelton; — Johnston, Lyttelton; John Preece, High Street, Christchurch; E. Leaver, Armagh Street, Christchurch; J. A. Crocker, Gloucester Street, Christchurch; W. Johnston, Leeston; John Ballantyne and Co., Timaru; W. Hobbs, Timaru; A. Gabites, Timaru; Penrose

Bros., Timaru; J. Dow, Timaru; D. Harrison, Timaru; John Crerar, Timaru; J. and T. Thompson, Timaru; — Pearce, Timaru; The Canterbury Farmers' Co-operative Association, Timaru; W. Storey, Temuka; — Miles, Temuka; J. Rissel, Temuka; — Evans, Waimate; — Hutt, Waimate; R. Inkster, Waimate; E. Saunders, Fairlie; M. G. Olds, Geraldine; Pye and Co., Geraldine; Craighead and Berryman, Ashburton; W. McDonald and Co., Ashburton; A. Orr, Ashburton; G. J. F. Lublow, Ashburton; W. Sparrow, Ashburton; Clayton and Co., Ashburton; T. Austin, Rakaia; G. Hughes, Methven.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of May, 1903, and shall continue in force until the 1st day of May, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath bereunto set his hand, this 18th day of April, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. The hours of work for journeymen shall be as follow : Forty-eight hours shall constitute a week's work. The standard hour for commencing work shall be 8 o'clock a.m., and for leaving off work, 6 o'clock p.m., except on Saturdays, when the hours shall be from 8 a.m. to 1 p.m. respectively.

Minimum Wages.

2. The minimum wages to be paid to men employed on weekly wages, including pressers, shall be £2 15s. per week.

In respect to pieceworkers the "time statement" hereto attached shall be binding upon all parties. The said "time statement" is at the rate of 1s. per hour for male pieceworkers, and 8d. per hour for female pieceworkers.

Overtime.

3. Overtime shall be paid as follows : Weekly-wages men, time and a quarter up to 10 p.m. ; from 10 to 12 p.m., time and a half ; and double time after 12 p.m.

Pieceworkers (male), 3d. per hour extra up to 10 p.m. ; 6d. per hour extra from 10 to 12 p.m. ; and 1s. per hour after 12 p.m. Female pieceworkers, two-thirds the rates payable to men. But nothing herein contained shall be deemed to affect the provisions of "The Factories Act, 1901," prescribing the limit of time during which females are permitted to work overtime.

Holidays.

4. The following shall be the recognised holidays : Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the day on which the annual picnic is held. No deduction from the wages of weekly hands shall be made for these holidays, with the exception of the annual picnic day, for which day such hands shall not be paid. Weekly-wages hands shall be paid double time for work required to be done on these holidays or on Sundays, and pieceworkers shall be paid at an extra rate of 1s. per hour for work required to be done on such holidays, female pieceworkers to be paid at the rate of 8d. per hour extra.

General Clause relating to Overtime.

5. Any time lost by any worker (whether a wages-man or pieceworker) by his own default in any one week shall be made up by him before any overtime shall be payable to him. Each week to stand by itself.

Rules relating to the Proportion of Wages and Piece-hands.

6. Any employer may employ all his men as wages-men if he shall so desire, and in such case he shall pay them (except as hereinafter mentioned) the minimum wage of £2 15s.

7. The employment of weekly hands shall be deemed to be a weekly employment, and shall be determinable by a week's notice on either side. No deduction shall be made from the weekly wages, except for time lost by the default of the particular wages-man. All holidays as above set forth shall be paid for, excepting only the holiday for the day of the annual picnic.

8. If an employer shall employ pieceworkers as well as wages-men, then the following provisions shall apply: The proportion of wages-men shall not be more than one to every four pieceworkers or fraction of the first four, and for the purpose of determining such proportion the calculation shall be based on a two-thirds full time employment of pieceworkers during the six months immediately prior to employing the wages-men.

General Rules relating to the Performance of Work.

9. There shall be a fair distribution of work among all operatives, both male and female, in each workshop by the employers. Where there are several workrooms used by an employer the same shall be considered and included as one workshop for the purpose of this clause.

10. There shall be no distribution of work known as the "team system." The weekly hands shall have charge of the apprentices, and shall be allowed no other permanent assistance.

11. All work shall be done on the workshop premises of the employers set apart and used by them exclusively for such purposes, and no work shall be done in any premises occupied by an operative.

12. All "bespoke" work shall be done in the shop of the employer for whom the same is performed and for whom or by whom the order is taken. Such work shall be paid for according to the "time statement" hereto attached and hereinbefore referred to. The expression "bespoke" work in these conditions shall include all goods made and sold as tailor-made, also any order in which there is a garment fitted on, whether such order is by chart measure or not.

Special Clauses relating to Factories.

13. The following special conditions shall apply to and bind persons or companies carrying on business in this district as factory-owners, or who, being parties to or who may be hereafter be bound by this award, are not themselves actually engaged in the making of clothing of the classes particularised in the said "time statement," but who take "chart orders" and supply such "chart orders" to their customers.

(a.) The garments shall not be "measured" in any other manner than by chart measurement, nor shall they be "tried on" before completion either in the factory or by the person taking such "chart orders" and supplying to the customer such garments.

(b.) All "chart orders" made in a factory shall be marked as factory-made by having stamped or printed in a plain and legible manner on the hanger-up in coats the words "factory-made"

in letters of at least $\frac{1}{8}$ in. in size. If a chain is used as a hanger-up it shall be a sufficient compliance with this clause if the said words are plainly and legibly stamped or printed on a label affixed inside the neck of the coat. On the inside of the vest there shall also be affixed a label bearing the same words plainly and legibly stamped, and on the waistband-lining of the trousers the same words shall be plainly and legibly stamped, or a label having such words plainly and legibly stamped shall be affixed thereto.

(c.) The hanger now used by the Kaiapoi Woollen Manufacturing Company stamped with the words "Kaiapoi Woollen Manufac. Co., Ltd., Christchurch" shall be a sufficient compliance with this clause if affixed to "chart order" coats manufactured by them, and so long as the said company use on the trousers of such suits the buttons stamped with the name of the said company and the said hanger on the said coats the said company shall be deemed to have sufficiently complied with above paragraph (b).

(d.) It shall also be a sufficient compliance with this clause if the garments made in the factory of Messrs. Strange and Co. shall have affixed to them the hanger and labels now used by them and known as the "Orient" label.

(e.) Except as set forth in paragraphs (a), (b), (c), and (d) as aforesaid, nothing in this award contained shall be deemed to apply to the said persons or companies referred to in clause 13 hereof.

14. Nothing in this award shall be deemed to apply to "slop goods" or to contract work made in factories.

Apprentices.

15. The proportion of male apprentices to operatives shall be as follows: For the first four operatives or any less number, one apprentice; for more than four operatives up to eight operatives, two apprentices; and so on in the same proportion. The proportion of female apprentices to female operatives shall be as follows: For the first three operatives or any less number, one apprentice; for more than three up to six, two apprentices; and so on in the same proportion. These conditions shall apply to pressers also.

16. For the purpose of determining the number of apprentices to operatives the calculation shall be based on a two-thirds full time employment for the six months immediately prior to taking any apprentice.

17. Male apprentices shall be bound by deed of apprenticeship for a term of five years. No deed of apprenticeship shall be necessary for female apprentices. The term of apprenticeship for female apprentices shall be: Trousers and vest makers, three years; coatmakers, four years. At the expiration of such term they shall be deemed to be *bona fide* journeywomen.

Wages for Apprentices.

18. The wages for male apprentices shall be as follow: For the first year, 5s. per week; for the first six months of the second year,

8s. per week; for the second six months of the second year, 10s. per week; for the first six months of the third year, 12s. 6d. per week; for the second six months of the third year, 15s. per week; for the first six months of the fourth year, 17s. 6d. per week; for the second six months of the fourth year, £1 per week; for the first six months of the fifth year, £1 5s. per week; for the second six months of the fifth year, £1 10s. per week. Any person who, after serving the full term of five years' apprenticeship, is not competent to earn the full minimum wage of a journeyman may be employed at such lesser wage and for such time as may be agreed upon or fixed in the manner prescribed for agreeing upon or fixing the wages of journeymen unable to earn the minimum wage.

Wages for Female Apprentices.

19. The wages to be paid to female apprentices shall be as follow: For the first year, 5s. per week; for the second year, 8s. per week; for the first six months of the third year, 11s. per week; for the second six months of the third year, 15s. per week; for the fourth year, £1 per week.

Minimum Wages and General Conditions for Females.

The following shall be the minimum rates of wages and general conditions relating to tailoresses:—

20. The hours of labour shall be those prescribed by "The Factories Act, 1901." Overtime and holidays shall be as set forth in clauses 3 and 4 of this award.

21. The following shall be the minimum rates of wages: Vest and trouser hands, £1 5s. per week. The lowest rate of wages to be paid to machinists shall be £1 5s. per week. Coat-hands: For the first six months after completing apprenticeship, £1 5s. per week, and thereafter for fully competent hands, £1 10s. per week. If after the worker has served six months beyond the term of apprenticeship she considers herself not competent to earn the full wage of £1 10s., she may be paid such lesser sum as may be agreed upon or fixed in the manner hereinafter prescribed for fixing the wages of incompetent workers. Female pieceworkers shall be paid in accordance with the "time statement" hereinbefore referred to based at the rate of 8d. per hour.

Clauses applicable to Male and Female Workers (Incompetent Workers).

22. Any worker who considers himself or herself not capable of earning the minimum weekly wages hereinbefore prescribed may be paid such less wage as may from time to time be agreed upon in writing between any employer and the secretary or local agent of the workers' union, and in default of such agreement, within twenty-four hours after such worker shall have applied in writing to such secretary or local agent stating his desire that such wage shall be so agreed upon, as shall be fixed in writing, where the

worker resides within that portion of the industrial district nearer to Christchurch than to Ashburton, by the Chairman of the Board of Conciliation for this industrial district, upon the application of the worker, after twenty-four hours' notice in writing to the secretary or local agent of the workers' union, who shall, as well as the employer, be entitled to be heard upon such application. Where the worker resides in Ashburton or Timaru, or in any town nearer to Ashburton or Timaru, as the case may be, than to Christchurch, the Stipendiary Magistrate for Ashburton or Timaru, as the case may be, shall be substituted for such Chairman if the worker shall so desire.

Any worker whose wages have been so fixed may work for and be employed by any employer for such lesser wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him or her by the secretary of the workers' union requiring him or her to have his or her wages again fixed in the manner prescribed by this clause.

Preference.

23. So long as the rules of the workers' union shall permit any worker now residing or who may hereafter reside in this industrial district and who is of good character and of sober habits, and who is a competent worker, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, on the written application of the person so desiring to join the said union, without ballot or other election, employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

24. The workers' union shall cause to be kept in some convenient place within one mile from the Chief Post-office, Christchurch, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the workers' union for the time being out of employment, with a description of the branch of the trade in which each such worker claims to be proficient, and the names, addresses, and occupations of every employer by whom such worker shall have been employed during the preceding six months. Immediately upon such worker obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the said union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false, or in case the executive of the said union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on

that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in the manner prescribed by this clause, then and in such case, and so long as such failure shall continue, any employer may, if he think fit, employ any worker, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *Christchurch Press* and *Lyttelton Times* newspapers, published in Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

25. The provisions of clause 23 hereof shall not apply to employers carrying on business nearer to Ashburton or Timaru than to Christchurch, as the case may be, until local branches of the workers' union are established at Ashburton and Timaru, as the case may be, and until notice of such establishment, stating where the office of each such branch is situate, is given in the case of the Ashburton branch by advertisement in the principal paper published at Ashburton, and of the Timaru branch by advertisement published in the principal newspaper published at Timaru. When such branches shall have been established, an employment-book, showing the members of the union out of employment in each such district, shall be kept at some convenient place within one mile from the Chief Post-office at Ashburton as regards Ashburton, and within one mile from the Chief Post-office at Timaru as regards Timaru; and the provisions of clause 24 hereof shall apply to such books. Notice of the respective places where such books shall be kept respectively shall be given, as regards Ashburton, in the principal newspaper published at Ashburton, and, as regards Timaru, in the principal newspaper published at Timaru.

26. Employers shall not, in the engagement or dismissal of their hands, or in the conduct of their business, discriminate against members of the union, nor do anything for the purpose of injuring the union, whether directly or indirectly.

27. When members of the workers' union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

Exemption from Award.

28. Nothing in this award contained relating to the employment of female apprentices or of tailoresses shall extend to or bind the Timaru business of Messrs. Ballantyne and Co. during the currency of the industrial agreement now current in reference to such Timaru business until the further order of this Court.

Term of Award.

29. This award shall take effect from the 1st day of May, 1903, and shall continue in force until the 1st day of May, 1905.

In witness whereof the seal of the said Court hath been hereto

put and affixed, and the President of the Court hath hereto set his hand, this 18th day of April, 1903.

THEO. COOPER, J., President.

TIME STATEMENT.

CLASSIFICATION OF MATERIALS.

Dress Suits and Dining Jackets.

First class: To consist of superfine cloths and fine worsteds.

Second class: All inferior stuffs.

Boys' Eton Jackets.

All first class.

Frock, Morning, Shooting, and Sac Coats, Waistcoats, Trousers, and all other Garments.

First class: To include superfine cloth, doeskin, Venetian, velvet, silk, heavy Melton, sataras, heavy beaver, cassimere, quilting, corded silk, marcilla, satin, box cloth, silk vesting, kersey, buckskin, and all faced cloths.

Second class: To include velveteens, worsted coatings, worsted silk mixtures, Whitney, stockinette, pilot, Bedford cord, cashmere, hopsack coatings, Meltons, vicuna, worsted suitings, fine serge, fine hopsack serge, Russel cord, white drill, duck, alpaca, and fancy vestings.

Third class: To include tweeds, inferior serges, Cheviots, Bannockburns, horse cloths, dungaree, and flannel.

Note.—Materials not mentioned to be reckoned as belonging to the class they most resemble.

Note.—Classification of materials and other particulars of job to be mentioned on ticket to be handed to the worker with each job.

Dress and Frock Coats.

Preamble.—Bluff, bound, or stitched edges (edges of lapels either cut or shrunk), two plait pockets, puffs in scye, wadding flesh basted in facings or prepared for machine, plain sleeves with one row of stitching.

	Hours.
First class to start as above	.. .. 35
Second class	.. .. 32
Third class	.. .. 30
Lapels cut on	.. .. less 2
Single-breasted	.. .. " 2
Edges turned in and felled or stoted	.. .. extra 1
Extras, see page 576.	

Boys' Dress and Eton Jackets.

One pocket, bluff or stitched edges	.. .. 15
Bound edges	.. .. extra 1
All extras same as men's coats.	

Liveries.

Box coats to start at	.. .. 34
Frock- and dress-coat style, bluff or swelled edges, two pockets, plain sleeves, of first-class materials, two hours less than gentlemen's	.. 32
Ditto, of all other materials	.. .. 28
Postillion's jacket	.. .. 22
Racing-jacket of silk	.. .. 13
" velvet	.. .. 16
Extras, see page 581.	

Morning and Shooting Coats.

Preamble.—Plain S.B., bluff, bound, or stitched edges, two plait pockets, puffs in soye, wadding flesh basted in facings or prepared for machine, plain sleeves with one row of stitching.

			Hours.
First class to start as above	..	..	.. 27
Second class	..	..	.. 24
Third class	..	..	.. 22½
Double-breasted, lapels cut on	..	..	extra 2
" lapels off	..	..	" 4
Extras, see page 577.			

Chesterfield or Sac Overcoats.

Preamble.—Plain S.B. coat, with or without back seam, two outside pockets, one inside breast pocket, puffs in soye, plain sleeves with one row of stitching, facings pieced out in shoulder, edges bluff or stitched, length from 36 in. to 42 in.

First class to start as above	..	..	.. 26
Second class	..	..	.. 24½
Third class	..	..	.. 23
Double-breasted or with fly	..	..	extra 2
Pockets bound top and bottom with flaps, each pocket (nothing taken off for sewing round by machine)	..	..	extra ½
Extras, see page 579.			

Close-fitting or Frock Overcoat.

Two pockets in pleats, bluff, bound, or swelled down front edge, sleeves plain with one row of stitching.

First class to start as above	..	..	.. 34
Second class	..	..	.. 30
Third class	..	..	.. 29
Lapels cut on	..	..	less 2
Single-breasted	..	..	" 3
Extras, see page 580.			

Sac Coats.

Preamble.—S.B., with or without back seam, three pockets, puffs in soye, plain sleeves with one row of stitching, bluff, bound, or stitched edges.

First class to start as above	..	..	.. 20
Second class	..	..	.. 19
Third class	..	..	.. 18
Double-breasted	..	..	extra 2
44 in. and over from hole to button at waist	..	..	" 1
48 in.	..	..	" 2
52 in.	..	..	" 3
Dress and dining jackets same as first class.			
Silk rolls	..	..	" 3
All extras as per Schedule A, page 577.			

Inverness Capes.

Two patch pockets, four holes in front, and three in cape, bound or swelled down front edge.

First class to start as above	..	..	.. 24
Second class	..	..	.. 21
Third class	..	..	.. 19
Each extra hole and button	..	..	.. ½
Extra pockets	..	..	each 1
" with flaps	..	..	.. 1½
Flaps	..	..	.. 1

	Hour .
If bound or stitched once round bottom	1 $\frac{1}{2}$
" " " " " " " " of cape	1 $\frac{1}{2}$
Cape lined	extra 1
Body lined	2
If double-stitched down front edge	2 $\frac{1}{2}$
Plain sleeves	4
Lap seams	2
" if sleeves	4
" by machine	1 $\frac{1}{2}$
Lining fore-part only or felling seams	1
Taping seams and eyes	2
Youths' in either class, less than men's	1 $\frac{1}{2}$
All other extras same as Chesterfields.	
Norfolk jackets start same as sac coats.	
Basting and all other extras same as sac coats.	

Gowns.

Morning or dressing gowns of shawl-cloth, flannel, or other soft material, three seams in body, four holes on breast, or with loops at waist, with cords and tassel, plain alcees, one pocket, no sewing in collar	..	14
Made of silk material	..	16 $\frac{1}{2}$
If lined with silk	..	extra 1 $\frac{1}{2}$
Double-breasted, with holes and buttons	..	1
Round cuffs lined	..	1
Seamed on lapels	..	1
Cuts across waist	..	1
Box pleat at waist	..	1 $\frac{1}{2}$
If with a regular frock back	..	1 $\frac{1}{2}$
Each pocket above one	..	1
Waist-belt, with hole and button	..	1 $\frac{1}{2}$
Cord on edges	..	1 $\frac{1}{2}$
All fancy figuring to be extra.		

Cassocks.

Bishops' or doctors' sutan	..	..	..	50
Olergymen's silk, bishop's sleeves	..	..	..	42
Geneva	..	..	..	40
Lustre or alpaca	..	..	less	2
Barristers' silk	..	..	..	40
alpaca	..	..	..	36
Students'	..	..	..	25
Precentors'	..	..	..	30
Plain cassock, silk or cloth	..	..	..	22
lustre or alpaca	..	..	..	20
Long cassock with belt	..	..	..	26

Boys' Knickerbocker Jackets.

Preamble.—Two pockets, one hole and button, no collar, plain sleeves, edges bound or swelled, chest-measure 28 in. and under.

First class to start as above	..	..	..	12
Second and third to start as above	..	..	..	10
Flat braiding all round	..	..	extra	1 1/2
Each hole and button more than one	..	..	..	2
Collar	..	..	..	2

All extras one-fourth less than men's.

Police Jumpers.

Preamble.—One pocket, five holes and buttons on front edge, bluff, bound, or swelled down front edge, to

Start as above 17
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			Hours.
Bound or swelled round bottom edge	extra 1
Making corporals' stripes	1
sergeants' stripes	..	..	1½
Putting stripes on jumper	..	..	½
All extras as sac coats.			

Uniforms.

As per agreement.

Gentlemen's Waistcoats.

Preamble.—Plain single-breasted, with two pockets, back straps, edges bluff, bound, or stitched.

First class to start as above	..	..	9
Second class	..	..	8½
Third class	..	..	8

Extras on Waistcoats.

Collar sewn on S.B.	..	..	extra ½
D.B.	..	..	1
Double-breasted	..	..	1
All pockets over two	..	..	each ½
Double-stitched edges	..	..	1
Flat braiding	..	..	2
Pricked edges	..	..	extra 1
Lapels sewn on	..	..	1
Silk shade	..	..	1
White, buff, or scarlet	..	..	1
Tracing-braid, per row	..	..	1
Fly in breast	..	..	1
Flaps	..	..	½
Cuts in fore-parts (allowing one pair)	..	..	½
Puffs in back	..	..	½
Back lining felled at scye and bottom	..	..	½
Wadding or flannel in breast	..	..	½
in back	..	..	½
Sleeves, if bagged, plain cuffs, and putting in	..	..	2
with vent, one hole and button	..	..	2½
Vests made up single	..	..	1
and taped	..	..	1
Stitched backs	..	..	½
Boys' vests, not exceeding 30 in. breast	..	..	less 1
extra same as men's.			
43 in. and over from hole to button at waist	extra ½
47 in.	1
51 in.	1½
Fit-on	½

Cassock Vests.

Extra on either class	1
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Dress Vests.

Extra on either class	1
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Trousers.

First class—to start no pockets	8½
Second class	8
Third class	7½

Youths' Trousers.

Youths' trousers, under 30 in. at waist	less 1
Extras same as men's.			

<i>Over-size.</i>			<i>Hours.</i>	
All trousers for figures measuring 40 in. and over at waist	..	extra	1	$\frac{1}{2}$
" " 44 in. "	..	"	1	
" " 48 in. "	..	"	1	$\frac{1}{2}$
<i>Breeches.</i>				
First class—start no pockets, no holes at knee	..	..	12	$\frac{1}{2}$
Second class	..	..	11	
Third class	..	..	10	
<i>Pantaloons.</i>				
Start extra on breeches	..	..	1	$\frac{1}{2}$
<i>Knickerbocker Breeches.</i>				
First class—no pockets, no garters or bands at knee	..	..	8	$\frac{1}{2}$
Second class	..	..	8	
Third class	..	..	7	$\frac{1}{2}$
<i>Extras on Trousers, Breeches, Pantaloons, and Knickerbocker Breeches.</i>				
Pockets, each (side or cross)	..	..	1	
Cash or fob pocket	..	each	1	$\frac{1}{2}$
Pockets of chamois (extra)	..	"	1	$\frac{1}{2}$
Frog-mouth pockets (extra)	..	"	1	$\frac{1}{2}$
Flaps	..	"	1	$\frac{1}{2}$
Each hole and button in pockets, flaps, or knees of breeches	..	"	1	$\frac{1}{2}$
Pockets with fly-hole and button	..	extra	1	$\frac{1}{2}$
Strap and buckle	..	..	1	
French bearer with two holes and buttons	..	..	1	
Each hole and button above two in bearer	..	extra	1	$\frac{1}{2}$
Cuts in under or top side at waist	..	per pair	1	$\frac{1}{2}$
Cloth strips felled on (single)	..	..	2	
" (double)	..	..	4	
" if sewn in side seam	..	..	1	
Loops for belts—not exceeding three, unlined	..	..	1	$\frac{1}{2}$
" if lined	..	..	1	$\frac{1}{2}$
Each loop above three	..	extra	1	$\frac{1}{2}$
Top welts	..	..	1	$\frac{1}{2}$
Waistbands	..	..	1	
Puff in seat seam	..	..	1	$\frac{1}{2}$
" with not more than six eyelet-holes	..	..	1	
" above six	..	..	1	$\frac{1}{2}$
Crutch or seat lining above 4 in.	..	..	1	$\frac{1}{2}$
" extra large or chamois	..	..	1	
Crutch-pieces per pair, seamed above, 4 in.	..	..	1	$\frac{1}{2}$
" if rantered	..	extra	1	$\frac{1}{2}$
" if taped	..	"	1	$\frac{1}{2}$
Lapped seams	..	..	1	
Welts or beading in side seams	..	..	1	
" if by machine	..	..	1	
Braid down side seams (single)	..	..	2	
" (double)	..	..	4	
Lace down side seams, gold or silver (single)	..	..	3	
" (double)	..	..	6	
Seams serged, top sides only	..	..	1	$\frac{1}{2}$
" under-sides only	..	..	1	$\frac{1}{2}$
Lining trousers when making	..	..	1	$\frac{1}{2}$
If by machine	..	..	1	
Lining trousers after making	..	..	2	$\frac{1}{2}$
If by machine	..	..	2	
Outside strapping at the knee, 12 in. by 6 in., felled and stitched round (cloth)	..	..	8	

	Hours.
Outside strappings at the knee, 12 in. by 6 in., felled and stitched round (leather or buckskin)	4
Inside, strapping at knee of cloth	1½
Stirrup-strapping	1½
Strapping from fork to calf, new	4
" by machine	less 1½
" old	5
" by machine	less 2
" to bottom, new	5
" by machine	less 2
" old	6
" by machine	less 2
Cuffing trousers only	2
Each three rows of stitching on each strapping	1
Bottom buttons, double	1
single	½
Bottoms faced 5 in. up	1
" with leather	1½
" above 5 in.	extra ½
Strap to button under foot (two holes)	1
(leather)	½
Full falls, with not more than seven holes	1
above seven holes	1½
Split falls	extra 3
Holes and button at knee	each ½
Each eyelet-hole at knee	½
Tongue at knee of breeches	1
Continuations, with two seams and three holes, two rows of stitching up fronts and one round bottom	3½
Continuations, with one seam and three holes, two rows of stitching up fronts and one round bottom	3
Continuations on old garments	4
Four holes and strings or bows at knee	1
Knee-capping, both knees	2
Cuts under knee covered	2
uncovered	1
Cuts in hams, if seamed	1½
if rantered	1½
Leather at heels	½
Leather all round	1
Bands at knee of box cloth or Melton, three holes (on knickerbockers)	4
Ditto, same material as breeches	3
With garter and buckle	2
by machine	1½
With garter only	1
<i>Basting Trousers, &c.</i>	
Full basting all seams	2½
If ripped and smoothed out by workman	extra ½
Seat and side seams basted, all other seams sewn	1
If ripped and smoothed by workman	extra ½
All seams sewn, top and bottoms basted	1
<i>Alterations to Trousers when basted.</i>	
Side seams when sewn all out	1½
Leg	1
<i>Gaiters.</i>	
With tongues	8½
half out in	7½
Long leggings, no tongues	7

				Hours.
Short	..	..	..	6
Stirrup-strappings, cloth or leather	..	..	..	1
Stitching each side of back seam	..	..	..	1
Highland gaiters (plain)	..	..	..	8
Whalebones (extra)	..	..	each	$\frac{1}{2}$
Spats	..	..	..	6
Bishops' gaiters	..	..	..	11
Anklets with three holes	..	..	..	4
" by machine	..	..	..	$2\frac{1}{2}$

Overalls.

Plain moleskin or tweed, fly front or full fall, with three pockets, ten holes, and buttons on each side seam	..	..	..	15
Plain overalls, same as above, of cloth	..	..	..	16
Each extra hole and button on side seam	..	..	..	1
Fly up side seam	..	..	..	3
Plain tongues in bottoms	..	..	..	2
All other extras not mentioned in statement to be paid the same as gentlemen's trousers.				

Bastes.

Dress and frocks, skeleton baste, with one sleeve	..	..	..	1 $\frac{1}{2}$
" " " " " " " " " " " "	..	..	..	1 $\frac{1}{2}$
" " " " " " " " " " " "	..	..	..	2
Frock overcoats, same as dress and frocks	..	..	..	1 $\frac{1}{2}$
Shooting and morning coats, skeleton baste, one sleeve, no collar	..	..	..	1 $\frac{1}{2}$
" " " " " " " " " " " "	..	..	..	1 $\frac{1}{2}$
Chesterfield and sac coats, skeleton baste, two sleeves and collar	..	..	..	1 $\frac{1}{2}$
" " " " " " " " " " " "	..	..	..	1
" " " " " " " " " " " "	..	..	..	1 $\frac{1}{2}$
" " " " " " " " " " " "	..	..	..	1 $\frac{1}{2}$
Buttons and canvas fly basted on	..	..	extra	8
Full baste to include wadding, padding, and facings, and seams pressed open.				
Dress, frock, and overcoats	..	..	..	4 $\frac{1}{2}$
Shooting and morning coats	..	..	..	3 $\frac{1}{2}$
Sac coats and Chesterfields	..	..	..	8
Second try-on, all coats	..	..	..	1

Extras on Dress and Frock Coats.

Edges turned in and felled or stoted	..	..	extra	1
Braid laid flat, on one side	..	..	..	3
" double to waist	..	..	..	4 $\frac{1}{2}$
" continued full length	..	..	..	6
" if back-stitched	..	..	extra	2
Galoon or binding, felled one side and back-stitched the other	..	..	..	1 $\frac{1}{2}$
Back-stitched on both sides	..	..	..	2
Cord on edge, with one sewing	..	..	..	1 $\frac{1}{2}$
" two sewings	..	..	..	2
Cuts in waist in line with buttons	..	..	..	1
" if rantered	..	..	..	2
All rows, stitched on shoulders or side body, per pair (if by hand)	..	..	..	$\frac{1}{2}$
Back seam taped or felled	..	..	..	$\frac{1}{2}$
Silk facings on front of breast	..	..	..	1 $\frac{1}{2}$
Full-silk breast-facings	..	..	..	3
Quilted sides, in $\frac{1}{4}$ in., half-way down, by hand	..	..	..	2
" back lining, in $\frac{1}{4}$ in., half-way down, by hand	..	..	..	2
" in $\frac{1}{2}$ in., half-way down, by hand	..	..	..	4
" back lining, in $\frac{1}{2}$ in., half-way down, by hand	..	..	..	4
Plain side edges, with one button	..	..	..	$\frac{1}{2}$
" three buttons	..	..	..	1

			Hours.
Flaps in waist	..	..	2
" below waist	..	..	2
Flannel seamed in with sleeve-linings	..	..	$\frac{1}{2}$
Gauntlet or bishops' cuffs, including cord	..	extra	2
Pockets across skirt, with welt or jelted	..	..	$1\frac{1}{2}$
" plain under flap	..	..	1
Snobs' thumbs, plain under flap	..	each	$\frac{1}{2}$
Each hole and button in pocket or flap	..	..	$\frac{1}{2}$
Second row of stitching on edges—frocks	..	..	$2\frac{1}{2}$
" with flaps	..	..	$3\frac{1}{2}$
44 in. and over from hole to button at waist	..	extra	$1\frac{1}{2}$
48 in. " " "	..	..	3
52 in. " " "	..	..	$4\frac{1}{2}$

All other extras as per Schedule A, below.

Morning and Shooting Coats.

Second row of stitching on edges	..	..	2 $\frac{1}{2}$
" with flaps	..	..	3
Single-stitching seams, with lapels	..	..	$4\frac{1}{2}$
" without lapels	..	..	$3\frac{1}{2}$
" if by machine	..	..	2
Seams seamed and swelled, with lapels	..	..	5
" without lapels	..	..	$4\frac{1}{2}$
" if by machine	..	..	2
Double-stitched, overlaid, or stoted seams, with lapels	..	..	10
" without lapels	..	..	9
" if by machine	..	..	2
" Meltons and cloth	..	..	12
" by machine	..	..	2
Flaps on waist seam	..	each	2
" below waist seam	..	..	2
Hare pockets in skirt	..	..	2
Or bag, loose, to button on	..	..	4
Regular pockets, over two	..	..	1
" with flaps	..	..	$1\frac{1}{2}$
Each hole and button in pocket or flap	..	..	$\frac{1}{2}$
Ticket pocket, plain	..	..	$\frac{1}{2}$
" with flap	..	..	1
False cuff	..	..	$\frac{1}{2}$
" filled up	..	extra	1
44 in. and over from hole to button at waist	..	..	$1\frac{1}{2}$
48 in. " " "	..	..	3
52 in. " " "	..	..	$4\frac{1}{2}$

All other extras as per Schedule A, below.

SCHEDULE A.

Extras.

Double-breasted lapels	..	..	2
" on single-breasted coat	..	..	$\frac{1}{2}$
Fly in front of coat	..	..	2
Double-stitched edges	..	..	$2\frac{1}{2}$
" if round bottom	..	..	4
If single-stitched, or bound round bottom	..	..	1
Single-stitched lap seams	..	..	3
" if by machine	..	..	$1\frac{1}{2}$
Double-stitched lap seams	..	..	6
" if by machine	..	..	$1\frac{1}{2}$
Seams seamed and swelled	..	..	8
" if by machine	..	..	$1\frac{1}{2}$

	Hours
Cuts under arms	.. ..
Flaps	.. .. each
Bugle lined, bound, or faced	.. .. 1
Wings	.. ..
Each pocket over three	.. .. 1
" with flap	.. .. 1
Each hole and button in pocket or flap	.. ..
False cuff	.. ..
" if filled up	.. .. extra
Cuffs cut off	.. .. 1
Canvas or other material in cuffs, except in covert coats and Chesterfields	.. ..
If pocket-mouth exceeds 9 in.	.. .. 1
Haircloth, not exceeding 12 in. in length, and to crease of lapel in breadth, bound or covered with canvas or other material	.. .. 1
Each additional inch	.. .. 1
" if through lapels or single-breasted coats, in addition to the foregoing items	.. ..
Haircloth, if through lapel in double-breasted coats	.. .. extra
" if double-breasted lapel in single-breasted coats	.. ..
Canvas or other material in lieu of or in addition to haircloth, not exceeding 12 in. in length, and to crease of lapel in breadth	.. ..
Each additional inch	.. .. 1
NOTE.—Covering haircloth with canvas or other material means that the covering-material shall extend not more than $\frac{1}{2}$ in. beyond the haircloth. Anything beyond that to be reckoned canvas or other material in addition to haircloth, and paid per inch	
Padding with wadding or other material on shoulder-points, hollow of shoulders, between shoulder-blades or back scye, for each and every ply or half-ply over and above that mentioned in specification or preamble	.. ..
Padding with wadding or other material all round scye	.. .. 1
Each additional ply or half-ply	.. ..
Basting wadding or other material in sides of sac, first ply	.. .. 1
Each additional ply or half-ply	.. ..
Stitching down to represent lapel seams	.. ..
Hanger made up by worker	.. ..
Stitching down in seam or behind seam of front edges to keep facing in position, each edge	.. ..
Chesterfield and covert coat	.. ..
NOTE.—This is not to apply to the ordinary fastening-down of facings.	
Seams or edges picked to count same as double-stitching.	
Elastic in cuffs or wristlets	.. .. each
Putting in shoulder-pads	.. ..
<i>Vents.</i>	
Vents in sleeve-hands	.. ..
Plain vent in back seam not more than 6 in. in length	.. ..
Vents at side seams not more than 5 in. in length	.. .. each
" if stitched or bound	.. ..
Each fly in each vent	.. ..
Each hole and button in each vent	.. ..
Flat braiding, binding, cording, or stitching vent in sleeve-hand, in addition to foregoing	.. ..
<i>Cuts in Waist.</i>	
If seamed, per pair	.. .. 1
If rantered or stoted	.. .. 1
" on top of skirt if rantered	.. .. extra
Taping, per yard	.. ..
One felling down seams equal to lining	.. ..
Two felling down seams equal to taping	.. ..
Stoted facings, &c., per inch	.. ..

	Hours
Rantering	1
Scarlet, light-drab, or any delicate coloured material in coats, overcoats, &c.	2
Vests; ditto	1
<i>Damping.</i>	
Damping material before or after making up.	
Coats	1
Vests	1
Trousers	1
<i>Label.</i>	
Sewing on label	1
<i>Velvet Collar.</i>	
Strapping velvet collar	1
NOTE.—This is not to apply when collar is entirely covered with velvet, except the collar is finished below.	
<i>Interlining.</i>	
Fore-part interlined with flannel or other material	1
Back	1
Sac	1
Body-coats	1
Side-body	1
Flannel or other material seamed in with sleeve-lining	1
Eyelet-holes	each 1
Opening for adjusting buttons	" 1
Seams or edges pricked to count the same as double-stitching.	
<i>Open Pleats.</i>	
Open pleats	1
Coat-lining left open round bottom (extra)	1
Boys' sac, all extras one-fourth less than men's. Norfolk jackets to start the same as sac.	
Straps or pleats	each 1
if by machine	less 1
Belts same as in sac overcoats.	
Loops for belt	each 1
Pockets—each pocket in pleat or strap	extra 1
Cartridge pockets in belt	each pair 1
Hands gathered with wristbands, one hole and two buttons	1
Gun-patches, each shoulder	1
if leather	1
Hand-straps, with one hole and two buttons	1
<i>Extras on Chesterfields or Sac Overcoats.</i>	
If damped all over	1
Pockets, each over three	each 1
Slant pocket with flap and hole to button, each flaps	extra 1
Each hole and button in pocket or flap	each 1
Snobs' thumbs	extra 1
Stoted or felled edges	each 1
Vent in back, with holes and buttons or fly	1
with bearer, seamed or stoted	1
Each hole and button on bearer	extra 1
Second row of stitching on front edge	2
with fly, extra	1
Seams strapped (Chesterfield)	18
(covert coats)	16
if no back seam	less 2

	Hours
Seams strapped, if stitched by machine	less 4
no back seam	8
If stitched on each side of seams	10
if no back seam	9
Faced with cloth and double-sewn round bottom	12
Binding or stitching once round bottom	1
Seams seamed and swelled	extra 8
if by machine	less 12
and double-stitched	12
if by machine	2
Single-lap seams	3
if by machine	less 1
Double-lap seams	10
if no back seam	9
if by machine	less 2
Tab for collar	1
Single tab for skirt	each 1
Taping or felling back seam .. ..	..
Back lining or buggie	1
Buggie lined, bound, or faced	1
Wings	1
Hanger, if made .. ..	..
Belt for waist, turned in and felled, with one hole	1
if stitched once (extra)	1
Each extra hole and button .. ..	..
Extra rows of stitching on sleeve	each 1
Bound edges	extra 1
Belt for waist by machine and stitched by machine	1
All other extras same as morning or sac coat.	
Paletot plain, same as frock overcoat.	
All extras same as frock overcoat.	
All extras not mentioned in this statement to be paid at the rate of 1s.	
per hour.	

Extras on Frock Overcoats.

Double-stitched edge	..	..	extra	24
Extra rows of stitching on sleeves	..	..	each	1
Seams double-stitched or stoped, including lapels of first-class materials	..	..		15
Of all other materials	..	..		11
if by machine	..	..	less	2
Without lapels in each class	..	..	"	2
if by machine	..	..	"	2
Seams seamed and swelled	..	..		9
If by machine	..	..	less	3
Strapped seams	..	..		18
if no back seam	..	..		16
If seamed and strapped by machine	..	..	less	4
if no back seam	..	..		3
Single-lap seams, with lapels	..	..		5
without lapels	..	..		4
if by machine	..	..		2
Side edges plain, with one button	..	..		3
with three buttons	..	..		1
Plain cape seamed in with collar	..	..		1
if loose	..	..		2
with neckband	..	..		3
Turning in or lining cape	..	..	extra	1
Stitching front edges only of cape	..	..	"	1
round bottom of cape	..	..	"	1
All capes over 24 in. in length (unless sewn by machine)	..	..	"	1

			Hours.
46 in. and over from hole to button at waist	..	..	1½
50 in. " " "	..	..	3
54 in. " " "	..	..	4½

All other extras not mentioned same as dress and frock.
Stitching edges of capes by machine, no extra.

LIVERIES.

Box Coats, Extras.

Flaps in waist seam	..	..	2
" below waist seam	..	..	2
" where pointed, with button under	..	extra	1
Sword-flaps	..	..	1½
Ticket pocket in waist seam	..	extra	¼
" above waist seam	..	..	1
" with flap	..	extra	½
First capes	..	..	1½
Second capes	..	..	2
All over two capes	..	extra	2½
Piping	..	..	4
" if by machine	..	..	2
Side edges	..	..	1
" plain, with one button	..	..	½
Gauntlet cuffs	..	..	2
Corded holes	..	..	1
" if on both breasts	..	..	2
Notched holes	..	each	1
Lace-holes	..	..	1
Three buttons on top of cuffs	..	..	½
Try-on and baste same as gentlemen's frock and dress coats.			
All other extras same as gentlemen's frock and dress coats.			
Pages' jackets, one pocket, bluff or stitched edge, and plain sleeves	..	..	13
Piping edges	..	extra	2
" if by machine	..	..	1
Buttons on breast from shoulder to bottom	..	..	2
All other extras same as men's.			

Racing-jackets, Extras.

Cross-belts	..	..	3
Racing cap	..	..	6
All other extras as per Schedule A.			

Miscellaneous Items.

Each dozen rings, covering	..	..	1½
" moulds, covering	..	..	1
Serging morning- or shooting-coat seams	..	..	1½
" sac-coat seams	..	..	1
Weepers	..	..	½
" if covered with crape	..	..	1
Mourning-band, sewn on one edge only	..	..	½
" both edges	..	..	1
All pockets put in after job is finished, same as statement, with extra			
Sweaters in scye	..	..	½
" given in with job and sewn on after	..	extra	½
Silk tops to sleeve-linings	..	..	½
Silk bottoms to sleeve-linings, same as hand-facings.			
Re-pressing frock and dress coats	..	..	2½
" if washed	..	..	3½
" if damped up only..	..	..	1½

	Hours
Morning or shooting coats, re-pressing	2
" if washed	3
" if damped only	1½
Chesterfields, re-pressing	2
" if washed	3
" if damped only	1½
Sac coat, re-pressed	1½
" if washed	2½
" if damped only	1
Vests, re-pressed	½
Trousers, re-pressed	½
" if washed	1
" if damped only	½
Relining frock, dress, morning, and frock overcoats.	
fore-parts and side-bodies	2
backs	1
Relining frocks, dress, morning, and frock overcoats	
skirts	2
sleeves	1½
if relined complete	5½
Relining Chesterfields—fore-parts	2½
backs	1½
sleeves	1½
if relined complete	5
Relining covert and sac coats—fore-parts	2
backs	1½
sleeves	1½
if lined complete	4
Relining vests—fore-parts	1
Rebinding (edge and sleeves only) frock and Chesterfield	5
" if round bottom	extra 1
" (edges and sleeves only) dress and walking coats	5
sac coats	4
pockets in all coats with flap	each 1
" with welt	¾
Rebinding vests	
If double-breasted or collar	3½
If single	3

Alterations on Coats.

Collar off	2
" part	1
Shortening collar	2
Recovering collar	2
" with velvet	1½
Making new collar, first-class materials	4
" second-class materials	3½
" third-class materials	3
Shoulders out	1
" part out	½
Side seams (frock, dress, shooting, or morning)	2
" if part out	1½
Side-body seams out	1½
Pleats out	3
Across skirts	2½
Shortening or lengthening only	1
" with vent or vents	1½
Stitching same, if single-stitched or bound	extra 1
" if double-stitched	1½
New skirts	6

	Hours.
Lapels taken off	5
" part off	3
New lapels	9
Altering back seam through tack	1
Stumping back	2
Sleeves out	2½
" part out	1½
Altering seams of sleeve, each sleeve each seam	1½
Shortening or lengthening plain sleeves	1
" with hand-facing	1½
Raising or lowering cuffs	1
Restitching round cuff, each row	½
Shortening or lengthening sleeves, if through one hole	1½
Altering side seams of sac	2½
" if part out	1½
" if taped	3½
" Chesterfield	3
" if part out	2
" if taped	4
Altering back seam of sac	1
Hollowing back seam only	½
Altering back seam of Chesterfield	1½
Hollowing back seam only	½
Front edges off, without holes	3
" with holes	4
" with fly	6
" half-way down, without holes	2
" half-way, with holes	3
Back right out of sac	1½
" with new back	5
" Chesterfield	5
" with new back	6
" frock, dress, morning, and shooting, through pleats	7

All extras moved in alterations, such as flaps, binding, vents, &c., to be charged same as in new work, in addition to time allowed for alterations.

Alterations to Waistcoats.

Letting out side seams	1
Removing set of buttons	½
Making new back and refixing	2½
Watch-pocket put in after waistcoat made up	1

Alterations to Trousers.

Lengthening or shortening	1
Lowering the waist	3
Raising the waist	3
Letting out side seams	2
" if through pockets	3
Letting out or taking in seat, if through waist or fork	1
" waist and fork	1½
Seating trousers, back and front	2
" back only	1½
Bottoms jettied or faced all round	2
" half-way round	1

All other repairs or alterations to be paid at 1s. per hour. Breeches and pantaloons same as trousers.

SHOP PRESSING LOG.

			s.	d.
Frock or dress coats	..	..	2	0
Overcoats, first and second class	..	..	1	9
third class	..	..	1	6
Chesterfield and covert coats, first and second class	..	..	1	6
third class	..	..	1	3
Chesterfield, all classes, unlined	..	..	1	0
Morning and paget coats, first and second class	..	..	1	6
third class	..	..	1	3
Sac coats, first and second class	..	..	1	4
third class	..	..	1	2
Silk dust-coats, Chesterfield	..	..	0	9
sac coat	..	..	0	6
Black alpaca coats, sac, unlined	..	..	0	9

Elton Jackets.

First and second class	..	..	1	3
Third class	..	..	1	0

Dressing-gowns.

Unlined	..	..	0	9
If lined, quilted	..	..	2	0

Trousers.

First and second class	..	..	1	0
Third class	..	..	0	9
Shrinking trousers	..	..	0	6
Riding-breeches, first and second class	..	..	1	3
third class	..	..	1	0
Shrinking breeches	..	..	0	9
Bicycle-knickers with broad bands at knee	..	..	0	9
All other knickers	..	..	0	6

Vests.

Dress vests	..	..	0	9
First and second class	..	..	0	6
Third class	..	..	0	5

Pijamas and Dungarees.

Coats	..	..	0	4
Trousers	..	..	0	4
The following clause to be added :—				
Youths' garments, less than men's	..	..	0	1
Boys'	..	..	0	2

That the above value be paid to the person doing the pressing for an operative or apprentice.

Miscellaneous.

Shrinking tweed, single, per yard	..	..	0	1
double, " "	..	..	0	2
backs, " "	..	..	each	0 2
Pressing seams open of trousers, per pair	..	..	0	3
Other pressing, see repairing, &c.	..	..
Ladies' ulsters	..	..	1	3
riding and dress bodices	..	..	1	3
skirts	..	..	1	6
Clerical cassock	..	..	1	6
Stable waistcoats (with sleeves)	..	..	0	9
Pressing try-on trousers	..	..	0	3

Note.—The above times only to be deducted from the females for pressing done for them, at the rate of 8d. per hour.

Notes.

For the time in the above written table it is understood that the oven, stove, or apparatus for heating irons shall be built, or placed, or situate near the workmen, that they may not suffer loss by the distance, otherwise it must be arranged for.

The word "extras," where placed as a head-line in the statement of each garment, means that the thereunder-mentioned work when done by the worker has to be paid for in addition to the time stated for the job.

The word "extra," where it appears opposite an item, means that the said item is time in addition to some other item, and such work is placed opposite the item for the purpose of perspicuity.

The word "less," where it appears, means that the employer is entitled to deduct the time set out where the word "less" appears.

SCHEDULE B.**MACHINE LOG.**

The machinery hereunder mentioned to be deducted by the employer if the work is done by the machinist.

<i>Dress and Frock Coat.</i>			s.	d.
Seaming sleeves and sleeve-linings	..	..	0	9
Making facings	..	..	0	3
Breast pocket	..	each	0	3
Plait pockets	..	..	0	3
Seaming side-bodies, waists, and lapels	..	..	0	9
" shoulder seams	..	..	0	3
" side seams	..	..	0	3
" back seams	..	..	0	1½
" cuts in sides	..	..	0	3
<i>Morning and Shooting Coats.</i>				
Seaming sleeves and sleeve-linings	..	..	0	9
Breast pockets	..	each	0	3
Making facings	..	..	0	3
Seaming cuts in sides	..	..	0	3
" edges	..	..	0	6
Stitching edges	..	..	0	9
Seaming side-bodies	..	..	0	3
" waists	..	..	0	3
" shoulder seams	..	..	0	3
" side seams	..	..	0	3
" back seams	..	..	0	1½
Plait pockets	..	per pair	0	3
Button-holes	..	..	0	4
<i>Sac Coat.</i>				
Button-holes	..	..	0	4
Seaming sleeves and sleeve-linings	..	..	0	9
Making facings	..	..	0	4
Seaming and stitching each pocket	..	..	0	3
" edges	..	..	0	6
Stitching edges	..	..	0	9
" side seams	..	..	0	3
" shoulder seams	..	..	0	3
" back seam	..	..	0	1½
" cuts under arm	..	..	0	3
" sleeves in	..	..	0	6
Seaming and stitching each flap	..	..	0	2

<i>Chesterfield or Covert Coat.</i>				s.	d.
Stitching fly	..	..	..	0	4
Making facings	..	..	..	0	6
Sleeves, pockets, edges, &c., as in sac coat.					

<i>Capes.</i>					
Seaming all seams, including linings	..	..	..	0	9
Stitching front edges and gorge	..	..	..	0	9
Inverness capes same as Chesterfields.					

<i>Vests.</i>					
Seaming edges	..	..	..	0	4
Stitching edges	..	..	..	0	4
Seaming and stitching pockets	..	..	per pocket	0	2
Making backs and straps	..	..	..	0	2
Sewing in back	..	..	..	0	2
Button-holes	..	..	..	0	2

<i>Trousers.</i>					
Seaming all seams (not including seat seam)	..	..	..	1	0
Making fly and stitching in (to include button-bearer)	..	..	..	0	6
Pockets (to include stitching and sewing round)	..	..	each	0	1½
Stitching raised side seam	..	..	..	0	6
Button-holes	..	..	..	0	2

<i>Long Gaiters.</i>					
Seaming seams and tongues	..	..	..	0	6
Stitching all round and tongues	..	..	..	2	0
Button-holes	..	..	..	0	4

<i>Short Gaiters.</i>					
Seaming	..	..	..	0	3
Stitching	..	..	..	1	0
Button-holes	..	..	..	0	4

All machining not mentioned in log to be reckoned half of hand time.
In all alterations half above time to be deducted.

Time allowed above to include: All ends must be fastened by machinist.

When a man does his own machining, half above time only to be deducted.

Note.—For the above time it is understood that the machine must be placed near to the workmen, that they may not suffer loss by the distance.

LADIES' LOG.

Ladies' Jacket.

Preamble.—Ladies' S.B. jacket, not exceeding 26 in. in length, with or without back seam, with side-bodies, one-quarter side-bodies. One out or dart in front of each breast, edges bluff or stitched, four holes and buttons, plain stand collar 2½ in. deep, and one pocket and hanger.

Start as above	..	..	..	20	0
Argyle or Highland jackets, extra, one hour.					
Extra length, for every 4 in. or part	..	..	..	1	0
Extra side-bodies (to include linings)	..	..	..	1	9

Dress Bodices.

Preamble.—S.B. tight fitting, seven body seams, two darts in each breast, plain sleeves, plain stand collar, edges bluff or stitched, eighteen holes and buttons, and one pocket.

Start as above	20	0
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Wadding, Haircloth, and Canvas.

	s.	d.
For padding wadding in shoulders	0	6
" " on top of breast-cuts, with three rows of stitching ..	1	0
" " through back to waist	1	0
For putting rolls of wadding in sleeve-heads	0	6
" " haircloth in shoulders to top of breast-cut	1	6
" " " and continued to waist	2	6
" " " in back	0	6
" " " between breast-cuts only	1	0
" " " or buckram in skirts	2	0
" " " if habit shape	2	0
" " " in sleeve-heads	1	0
" " " canvas round bottom, 4 in. or under	1	0
" " " " over 4 in.	2	0
" " " in all seams under the bones	0	6
" " " in sleeve-heads	0	3
" " " in sleeve-hands	0	3

Bones.

For putting bones inside	each	0	6
" " if outside, fell-stitched on		0	9

Skirts.

For sewing on skirts on any garment	per pair	2	0
For lining the skirt and back skirt	"	1	6
For extra skirts on skirt	"	4	0
For drawing in skirt-hips and padded	per pair	2	0
For making Hungarian rolls and sewing them on back skirts	each	2	0

Collars.

For making stand collars, over 2½ in. to 3½ in.	extra	1	0
For turning back corners of stand collars and facing them		0	9
For making Medici collar cut on the garment	extra on stand collar	2	0
" " if cut off		1	0
" " if exceeding 18 in. in length to be counted as revers.			
For putting wire in top edge of Medici collar		0	6
" " if vertical		1	0
For cutting, padding, and pressing turn collar		1	0
For covering turn collar		1	0
For sewing on turn collar and drawing ends		2	0
For Prussian collar, including silk lining, two hooks and eyes, making, putting on		4	6
For stand and fall collar, same as Prussian		4	6
The leaf of turn collar not to exceed 2½ in.			
For the leaf turn collar over 2½ in., every 2 in. or part		1	0
All collars to be measured at the deepest part.			
For making a sailor collar and putting on		3	6
For putting transparencies in stand collar		0	9
" " turn collar, without step or buckram		1	0
" " " with step or buckram		1	6

Facings, Lapels, and Turns.

For padding morning-coat turns not over 4 in. deep	per pair	0	6
" " frock-coat turns not exceeding top of breast-cuts, with bridle ..		1	0
" " " if continued to waist	per pair	1	3
" " " if continued to bottom of garment	"	1	6
For covering morning-coat turns		1	0
all other turns, including facing to bottom		2	0
Roll collars and fronts same as frock turns, with the same extras. ..			
Revers same as turns.			
Transparencies to revers half-time of turns.			

For facings on any garment without turns, seamed, or felled	per pair	s. d. 1 0
For hook and eye facing, or catch of cloth or braid	..	0 3
For breast facings of silk, if a continuation of fore-part lining, with demett	..	1 6
For bottom facing to any garment	..	1 6
For lapels cut on any tight-fitting garments	..	1 0
loose-fronted garments	..	0 6
For lapels sewn on, including canvas, linen, and facing	..	2 6
including, if continued to shoulder	..	3 6
For short lapel on the eye side of garment	..	1 3

Extras on Sleeves.

For gathering or pleating sleeve-heads	..	per pair	1 0
For slash sleeve, plain	..	..	2 0
For gathering or pleating sleeve-heads, of costume cloth	..	..	0 6

Plain Cuffs.

For making or forming plain cuff and filling in, not over 4 in. deep	per pair	1 0
For making plain loose cuff and putting on	..	2 0
gauntlet cuffs	..	2 6
For transparencies in sleeves	..	1 0
For pointed cuffs, same as gauntlet cuffs	..	2 6
For pointed tab on top sleeve only, to form cuff, lined	..	1 0
For corners of cuffs, turned back and faced	..	each 0 6
For corner-pieces let in cuffs	..	0 6
For cuffs inserted, plain	..	per pair 1 0
For cavalier cuffs, same as gauntlet cuffs	..	2 6
For wind cuffs	..	2 0
For vent in sleeves	..	0 6

Pockets and Flaps.

For making pockets without flaps, plain	..	each	1 0
if jetted or welts	..	..	1 6
inside	..	..	1 0
For ticket pocket, without flap	..	..	0 6
For making morning- or frock-coat flaps, over 5 in. deep	..	..	1 0
if pointed	..	..	1 3
For making any other flaps	..	..	0 6
For back flaps in Highland jacket	..	..	0 6
For making sword-flaps and putting on	..	..	1 3

Interlining.

For interlining throughout, cotton or demett	..	..	2 0
bottom	..	..	3 0

Pleats and Slits.

Pleats in yachting, Norfolk, or other garments, each plain pleat, if cut separate	1	0
Pleats laid on and fastened from inside	..	..	1	0
felled, stitched, or back-stitched	..	..	1	6
Each additional row of stitching in pleat	..	..	0	6
fantail pleat in back, with lining	..	..	1	0
slit in any part of garment, not over 6 in. deep	each	0	6	
if in the sleeves	..	0	6	
slit every 3 in. or part over 6 in. (extra)	..	0	6	
if in the seams	..	0	3	
Morning-coat back	..	..	1	0

All openings in scallop, or diamond shape, in fronts or any other part of garments to count as slits.

Serging, Taping, and Felling.

		s.	d.
For rough-serging all seams inside	.. ..	1	0
" " not pressed open (except breast-cuts)	.. ..	1	0
" " if pressed open	.. ..	2	0
For taping seams or other parts	.. .. per yard	0	9
For plain felling down seams or bottom	.. ..	0	6
For making fly to jacket, with three holes	.. ..	2	0
For piping seams or edges	.. .. per yard	1	0
" " if leather or velvet	.. ..	1	3

Zouaves.

For making Zouave fronts to waist	.. ..	6	0
" " and continued round back	.. ..	9	0
" " Zouave on sleeves to elbow	.. .. per pair	4	0
" " if below elbow	.. ..	5	6
All cuts, slits, or seams in Zouave to be paid for.			

Shrinking and Stretching.

For shrinking and blocking sleeves	.. .. per pair	0	3
" " stretching under arms of habit bodice	.. ..	0	3
" " and all other parts	.. ..	0	3

Yokes.

For making a plain yoke, laid on	.. ..	1	0
" " if continued to waist, laid on	.. ..	2	0
For each gathering round yoke	.. ..	0	9
For each other gathering in bodice or yoke	.. ..	0	9

Velvets.

Velvet skirts to jacket or bodice, extra	2	0
" " Newmarket ulster	.. ..	4	0
Velvet on tabs	.. .. each	0	6
" " yokes to waist	.. ..	2	6
" " Zouave to waist	.. .. per pair	2	6
" " and round back	.. ..	4	0
" " sleeves	.. ..	2	0
Pieces of velvet or any other material (fur excepted) put on sleeve and	.. ..	
back or fore-part, for every 7 in. or part	.. ..	1	0
Pieces of velvet let in as above	.. ..	2	0
Velvet fore-parts	.. ..	3	0
" " back or side-bodies, each piece	.. ..	0	6
" " put on collars after the garment is finished	.. ..	1	6
" " collars, plain, fall, or stand	.. ..	1	0
" " cuffs, extra on other cuffs	.. ..	1	0
" " flaps, plain, extra	.. .. per pair	1	0
" " plain or morning-coat turns, extra	.. ..	1	0
" " on turns not exceeding dress cuts, extra	.. ..	2	6
" " to waist, extra	.. ..	3	0
" " to bottom of garment, extra	.. ..	8	6
" " roll collar and turns, extra	.. ..	4	6

All the above items in crape, silk, satin, or plush to count same as velvet.

Furs.

Fur trimming or edging round any garment, not more than 3 in. wide,	2	0
per yard	.. ..	5	0
Fur yoke	.. ..	0	6
For turning in edges of fur	.. .. per yard	3	0
For jacket lined throughout with fur (including collar-lining), extra	.. ..	8	0
For ulster lined	.. ..	8	0

			s.	d.
For fur stand collar	..	..	1	0
fall collar	..	..	2	0
cuff	..	..	2	0
flaps	..	per pair	1	6
on lapels (short morning-coat turns)	..	..	1	0
" to top of breast-cuts	..	..	2	6
" to waist	..	..	3	0
" to bottom	..	..	3	6
For putting wadding under fur trimming	..	per yard	0	6

Matching.

Matching stripes in jacket or bodice (three seams in back)	0	6
all the seams	..	..	1	0
Matching checks	..	..	1	0
if cut biased	..	..	2	0
of driving-cape	..	..	1	0
if cut biased	..	..	2	0
on plain cape	..	..	0	6

Miscellaneous.

For padding cloth in fore-parts (from the cuts to meet fore-parts)	..	..	0	3
For back fittings of cloth, to include canvas	..	..	0	6
For making separate wings, same as a buggy	..	..	1	0
For preparing lap seams (nothing to do with stitching)	..	per yard	0	6
For making and putting in three plain tabs in habit or bodice (each one to have button-hole and button)	..	..	0	9
For extra tabs	..	each	0	3
For sewing on plain pinking	..	per yard	1	0
Cords, buttons, or strapping on flaps or cuffs same as other extras.				
Gun-pads on any garment, cloth	..	..	1	0
leather	..	..	1	6
Making and putting on plain side edges	..	each	0	6
if pointed	..	..	1	3
For putting stay in waist, not more than 3 in. wide (seamed in)	..	..	1	0
Plain tab on collar, back, or sleeve, with holes and buttons	..	..	1	0
Stay tape down centre of back	..	..	0	3
All fancy tacks	..	each	0	3
Weights inside	..	per pair	0	3
outside	..	..	0	6
Loops inside garments or out for bands or belts	..	..	0	3

Ladies' Trousers.

Start as men's.				
Chamois seat-lining	..	..	1	0
Puff behind, with not more than six eyelet-holes and tape	..	..	1	0
with above six eyelet-holes and tape	..	..	1	6
Waistband	..	..	1	0
Chamois tops to knee	..	..	2	0
Vees in tops	..	per pair	0	6

All other extras as per agreement.

Ladies' Breeches and Pants

Start as men's.
All other extras as men's.

Plain Vest.

Preamble.—Five seams in body, two darts in each front, eighteen holes and buttons, plain stand collar.

To start at	10	6
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Loose-fronted vest, fastened in shoulders, scye and side seam, as above,	s.	d.
less the back	..	7 6
Ditto, fitting and fastening	..	2 6
All other extras same as bodice or jacket.		

Extras on Vests.

Strap and buckle	..	..	0 9
Extra side-bodice in vest, including linings	..	per pair	0 9
Holes in vest for waistband same as other holes.			
Slits or puffs at side or back	..	..	0 6
Making front skirts on vests, and putting on	..	..	1 6
roll or step collar, and putting on	..	..	3 0
Matching fronts, cuts, and front of collar	..	..	0 9
Try-on	..	..	0 6

Long Vest let in Fore-part.

Marking and putting in canvas, linen, and pressing the fronts	..	0 9
Turning in front edges and bottom	..	0 6
Pressing and putting in	..	2 0
Lining	..	0 6
Making and putting on plain stand collar	..	2 0
If planned, fitted, and cut by maker	..	extra 1 6

Top Vest with Four Holes and Buttons.

Planning, marking, and fitting	..	..	0 3
Putting in canvas, lining, and pressing	..	..	0 3
Edges raw or turned in	..	..	0 6
Pressing and lining	..	..	0 6
Making and putting on plain stand collar	..	..	2 0
Top vest, if sewn in	..	..	extra 0 9

Bottom Vest.

Planning, marking, and fitting	..	..	0 3
Putting in canvas, linen, and pressing	..	..	0 3
Edges turned in or raw	..	..	0 3
Pressing, lining, and fastening in, with four holes and buttons	..	..	1 3
Bottom vest, if continued round bottom to side, and fastening in	extra	1 6	
Bones, collars, and all other extras same as bodice.			

Ulster.

Preamble.—Plain S.B., 54 in. long, back seam to 3½ in. under waist with single box pleat, side-bodies, cut under arm, one dart in front, six holes to waist, four below waist, plain sleeves, lined to waist, stand collar 2½ in., and one pocket.

To start at	25 0
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Extras.

Each extra box pleat	1 0
If lined part through, same as jacket	2 6
Clasp and chain	0 6
Frock-coat back in ulster	..	..	2 6
Long slit in back, with tack	..	..	1 6
Gathered back in ulster, without canvas or haircloth	..	..	2 0
Fluted back	..	..	4 0
Elastic or tapes on pleats	..	each	0 3
if covered	..	..	0 6
Box fly in back on front	..	..	0 9
Long lapels to bottom, extra on jackets	..	..	1 0
Facings on front of skirts	..	..	0 9
Tabs formed in lining, or sewn on, with button-hole	..	..	0 6
Breast-cuts to bottom, extra on jackets	..	..	0 6
Revers	..	..	1 0

	s.	d.
Lined throughout	6	0
Fly from top to bottom of ulster	2	6
Pleats in front or back of ulster, from collar to bottom	each 2	0
All other extras same as bodice or jackets.		
Newmarket to start at more than plain ulster	2	0
Directoire to start same as Newmarket.		
Polonaise and Princess robe to start same as ulster.		
Usters without seams below hips to start at less than ulster	2	0
Long dolman to start same as ulster.		
Short dolman to start at less than bodice or jacket	3	0

Hoods.

For making hood with one seam and lined	3	0
Extras same as bodice or jacket.		

Capes and Wings.

Plain cavalier cape, if lined	2	0
" " and turned in	2	3

Short Three-seam Cape, not over 12 in. deep.

Marking and sewing three seams	0	9
Turning in all edges, linen fronts, and first press	1	0
Lining the cape	1	0
Press off	0	6

Extras on Cape.

Making band round neck	0	9
Shoulder seams	per pair 0	6
Sleeve-tops	1	0

*Quilting Linings.**Preparing quilting for machine.*

Basting in wadding and demett, including sleeves, 26 in. garment	2	0
Putting in quilting linings, 26 in. garment, extra	0	6
Basting in wadding and demett, including sleeves, ulster	3	6
Putting in quilting linings, extra	1	0

Basting Jacket, Bodice, or Ulster.

First basting bodice or jacket, all seams basted	3	6
Basting on skirts	0	3
Front edges turned in and bottom, including linings, fly, and buttons	extra 2	0
Full basting ulster, all seams basted plain	4	6
" " if with pleats and collar	5	0
Edges turned in and bottoms, including linings, fly, and buttons	extra 3	0
Vest full basted	2	0
Forward baste, bodice or jacket.		
Forward baste to plain round jacket or bodice, all seams sewn (except under arm seams, shoulders, and sleeves)	2	6
Forward baste to plain round jacket or bodice, all seams sewn, if with box pleats and collar	1	6
Vest forward basted, all seams sewn except under arms, shoulders, fly, and buttons	0	6
All seams out after forward baste (half-time).		
Ripping and smoothing full baste and taking out stitches	1	0

Riding-shirts.

Preamble.—Skirt with three cuts in top, or plaited, one pocket, plain band, vent at side, and button-bearer lined, with hole and button, or hook and eyes, at waist.

Start as above	12	0
All extras as per agreement before starting the job.		

<i>Alteration after Completion of Garment.</i>			s.	d.
Stand collar, making new	..	..	2	0
" if with ripping and cleaning	..	..	2	3
" off and shortening	..	..	1	3
" lengthening	..	..	0	6
" lowering	..	..	1	0
Turn collar, off and shortening end	..	..	2	6
" off across back	..	..	0	6
" off part of front	..	..	1	6
" reducing fall	..	..	1	3
Lapel tops lowered	..	each	0	6
" steps	..	..	0	6
Shoulders out	..	per pair	1	0
" part out	..	"	0	9
Sleeves out	..	..	2	0
" part out	..	..	1	6
" back arm seam out, moving button and tack	..	per pair	1	6
" to elbow	..	..	0	9
" forearm to elbow	..	..	0	6
" all through	..	..	1	3
Plain sleeves shortened	..	..	0	9
" lengthened	..	..	0	9
If button cuffs lengthened or shortened	..	extra	1	0
Cuffs off loose	..	..	1	0
Hand-facing	..	..	1	0
Front breast out out	..	..	2	0
Back	..	..	1	9
All other seams in bodice or jacket out	..	..	1	0
" part out	..	..	0	6
Waist seams out	..	..	2	6
" part out	..	..	1	6
Pleats out	..	..	1	0
" part out	..	..	0	9
Front edges out	..	per pair	3	0
" not exceeding half out, half-time.	..	..	..	..
Bottom out	..	..	2	0
" part out	..	..	1	0
" if with buckram or haircloth, extra	..	..	1	0
Bones shortened, part out, inside	..	per pair	0	3
" outside	..	"	0	6
Vest alteration, cuts out to pay same as bodice.	..	..	..	..
Vest back seams out, half-time of bodice.	..	..	..	..
All other alterations same as bodice.	..	..	..	..
Ulster seams out	..	per pair	2	0
" half or part out	..	"	1	0
" front edges out	..	"	4	0
" half or part out	..	"	2	0
Each pair of tacks out	..	..	0	3
Refastening habit-tabs	..	per pair	0	3

MACHINE LOG.—LADIES' GARMENTS.

Ladies' S.B. Jacket.

Seaming sleeves and sleeve-linings	..	..	0	9
" all body seams and facings	..	..	1	6
" linings	..	..	0	9
" and stitching edges	..	..	1	6
" pockets	..	each	0	4
" cuts in breast, with canvas and lining	..	..	0	9

<i>Dress Bodice.</i>				s.	d.
Seaming sleeves and sleeve-linings	..	..	..	0	9
" linings	..	..	..	0	9
" body seams and cuts	..	..	..	1	0
Stitching edges	..	..	..	1	0

<i>Ladies' Ulster.</i>				s.	d.
Seaming sleeve and sleeve-linings	..	..	..	0	9
" edges	..	..	..	1	0
" linings	..	..	..	0	6
" body seams and cuts	..	..	..	2	3
Stitching edges	..	..	..	1	6
" fly	..	..	..	1	0
" pockets	..	..	per pocket	0	4

<i>Ladies' Vests.</i>				s.	d.
Seaming body seams	..	..	..	0	6
" darts, canvas, and breast-lining	..	..	..	0	6
Making and seaming in backs	..	..	..	0	6
Seaming and stitching edges	..	..	..	1	0

Button-holes.

Two-thirds less than hand time (hand time six per ls., $\frac{3}{4}$ in. long).
 (four per ls. above $\frac{3}{4}$ in. long).

REASONS FOR THE AWARD.

We have, in an interlocutory judgment given in this matter, dealt with the piecework log, and we have, in accordance with the decision then given, adopted the log recommended by the experts appointed by the parties, and have annexed this log to the award, of which it now forms a part. We fix the minimum wage for journeymen tailors at £2 15s. per week. This is the rate fixed in Dunedin and Wellington by current awards, and is the rate ruling here. This rate is also to be paid to pressers. We have given to employers the option to employ all their journeymen at weekly wages. If they do not exercise such option, then the proportion of weekly hands to journeymen is to remain as before. The clause relating to the team system as contained in the last agreement we have embodied in the award. We see no reason to alter in this respect the agreement made between the parties when the late industrial agreement was entered into. With reference to weekly hands, we have made the employment a weekly one determinable upon a week's notice, and only time lost through the default of the workman is to be deducted from the week's wages. A considerable amount of discussion arose at the hearing regarding "waiting time." It has not been the custom of the trade to pay for this, and we have recently made awards in Wellington, Auckland, and Dunedin in this trade, and no such payment has been asked for or provided for in the awards. We have not seen any reason to introduce such a provision in the present award. We hope that employers will not unduly cause delay to their pieceworkers. There is no strong evidence that there

has been any unreasonable delay in the past among the general body of employers, and the isolated instances referred to by some of the witnesses do not, in our opinion, establish a sufficient case for the intervention of the Court.

With reference to the tailoresses, the minimum wages fixed under the last agreement were generally for all classes £1 5s. per week. We fix the minimum wages for vest and trouser hands and for machinists at that rate. For coat-hands we fix the minimum at £1 5s. for the first six months after the completion of the term of apprenticeship, and thereafter at the rate of £1 10s., with a provision enabling those coat-hands who are unable to earn £1 10s. to obtain permission to work at a lesser rate.

We have come to the conclusion that the number of female apprentices should be in future one to three in lieu of one to four as heretofore. As regards the country districts we have not made any difference in the rates or conditions generally throughout the labour district, and the award applies to all employers and workers in the industrial district, except to Messrs. Ballantyne and Co.'s Timaru business. In May last that firm made under the Act an industrial agreement with a properly registered industrial union of their employees regulating the Timaru business. This agreement was duly filed, and is still current. Under the Act it has the force and effect of an award of the Court. In this proceeding, certainly, we cannot set it aside, whatever may be the power of the Court to do so if proceedings are afterwards taken under section 87 of the Act. On this we express no opinion. We have therefore exempted Ballantyne and Co.'s Timaru business from the award pending the further order of the Court. We do not think that in so doing we are doing any injustice to the other employers who are carrying on business in the same district. The industrial agreement appears to provide for a scale of wages not materially different from the scale fixed under this award for the remainder of the employers.

We have, as intimated at the hearing, made special provision in respect to "chart orders" made in factories, which we think will work fairly to all parties.

THEO. COOPER, J., President.

(582.) CANTERBURY TRACTION AND STATIONARY ENGINE DRIVERS AND FIREMEN.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Canterbury Traction and Stationary Engine Drivers and Firemen's Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Christchurch Tramway Company, Christchurch; Lyttelton Times Company, Christchurch; Christchurch Press

Company, Christchurch; John Anderson (Canterbury Foundry), Christchurch; P. and D. Duncan (Limited), Christchurch; Booth, Macdonald, and Co. (Limited), Christchurch; Scott Bros. (Limited), Christchurch; Strange and Co., Christchurch; Ballantyne and Co., Christchurch; Smith and Smith, Christchurch; Williams, Stephens, and Co., Christchurch; Wardell Bros. and Co. Christchurch; Christchurch City Council, Christchurch; Manning and Co. (Brewers), Christchurch; Ward and Co. (Brewers), Christchurch; Crown Brewery Company, Christchurch; A. J. White, Christchurch; J. Goss, Christchurch; Lucas Bros., Christchurch; Christchurch Hospital Board, Christchurch; Holland Bros. (W. A. McLaren and Co.), Christchurch; Aulsebrook and Co., Christchurch; Central Dairy Company, Addington; Brown and Co., Addington; Wood Bros., Addington; Richard Allen, Riccarton; A. Pepler, Sydenham; Murgatroyd Bros., Dallington; John Brightling, Christchurch; W. Johnston and Co., Christchurch; Topliss Bros., Addington; J. Lilly, Christchurch; Andrews and Bevan, Christchurch; Reid and Gray, Christchurch; Jamieson Bros. (builders), Christchurch; Mitchell's Chair-factory, Christchurch; St. Albans Council, St. Albans; Queere Bros., Woolston; Prisk and Son, Woolston; Zealandia Soap-factory, Heathcote; William Clarke, Woolston; William Woods, Woolston; Walter Hill, Woolston; Bowron Bros., Woolston; Wigram Bros., Woolston; Christchurch Meat Company, Canterbury Meat Company (the award applies to the Islington and Belfast works of these companies respectively); Provision and Produce Company, Belfast; Allison, Smail, and Co., Christchurch; Vincent and Co., Bath Street, Christchurch; Vincent and Co., Union Street, Christchurch; Royal Brewery Company, Waltham; Burnip's Brewery, Fendalton; W. Parsons, Monumental Mason, Christchurch; A. Swanson, Christchurch; Maddern Rope-works, Christchurch; Christchurch Gas Company, Christchurch; Beasley and Taylor, Christchurch; T. Danks, Christchurch; Job Osborne, Christchurch; Brown (late Langdown), Christchurch; Price (Brass-founder), Sydenham; Atkinson (range-maker), Christchurch; Christchurch Drainage Board, Christchurch; Milburn Cement Company, Christchurch; Stephens and Son, Christchurch; Pitcaithley and Co., Halswell Quay; Smart and Sons, Sydenham.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and

each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of May, 1903, and shall continue in force until the 16th day of May, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 5th day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The week's work shall not exceed forty-eight hours, exclusive of the time necessarily occupied by any worker in getting up steam for the machinery in the factory or works in which he shall be employed.

Each employer shall, subject to the provisions of "The Factories Act, 1901," be entitled to arrange such hours of work according to the exigencies of his particular business, and such hours may be worked in shifts, either by day or night.

Overtime.

2. Any time worked in any one week in extension of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter.

Holidays.

3. Work done on New Year's Day, Easter Monday, Sovereign's Birthday, Labour Day, and Boxing Day shall be paid for at the rate of time and a half. Work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time.

This clause shall not apply to any workers within the provisions of this award in respect to work required to be done in connection

with the preparation and publication of any morning, afternoon, or evening newspaper.

Minimum Rate of Wages.

4. The following shall be the minimum rate of wages to be paid to engine-drivers of stationary engines who are in charge of any boiler within the meaning of "The Inspection of Machinery Act, 1902," for each day's work, inclusive of the time necessarily occupied in getting up steam for the machinery of the factory or works:—

(a.) Where the work which the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate of competency, Class A (2), as set forth in clauses 23 and 24 of the regulations now in force relating to the examination of applicants for certificates of competency as stationary, locomotive, traction, and winding engine drivers, 10s. per day. Where the work which he is engaged to do requires that he shall be the holder of a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate of service but not of competency, 9s. per day.

(b.) Where the work that he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary-engine driver, and he is the holder of a second-class certificate of competency, Class A (3), as set forth in clauses 25 and 26 of the said regulations, 9s. per day. Where the work which he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary-engine driver, and he is the holder of a second-class certificate of service but not of competency, 8s. per day.

(c.) For work requiring a traction or locomotive certificate for engines moved from place to place by their own motive power, 10s. per day.

(d.) For work requiring no certificate for engines of less than 144 circular inches and above 49 circular inches, 8s. per day.

(e.) For firemen engaged firing, with certificate, in charge, 8s. per day.

(f.) For firemen engaged firing only, 7s. per day.

Filling in Time.

5. Where certificated engine-drivers and firemen are engaged any part of their time engine-driving and fill in the other time in workshops or elsewhere at other work for their employers, such men shall nevertheless be paid the rate above prescribed according to their respective classes.

Workers unable to earn the Minimum Wage.

6. Any worker who does not consider himself capable of earning the minimum wage may be paid such less sum as shall from time to time be agreed upon in writing by a committee consisting of two members to be appointed by the majority of the employers and two to be elected by the union; and if the said committee shall be

unable to agree upon such sum, then the sum shall be fixed by the Chairman of the Conciliation Board for this industrial district.

Preference.

7. If and so long as the rules of the union shall permit any person of good character and sober habits, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members, providing that there are members of the union equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it. This clause shall not compel employers to refuse to continue to employ persons now in their employment, notwithstanding such persons are not and do not elect to become members of the union.

7A. The union shall keep in some convenient place within one mile from the Chief Post-office, Christchurch, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the particular occupation in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom each such member has been employed during the preceding one year. Immediately on such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of the award in case any entry therein shall be in any particular wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used their best endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union shall fail to keep the employment-book in the manner provided by this clause, any employer may in such case, and so long as such failure shall continue, engage any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *Press* and *Lyttelton Times* newspapers, published in Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

8. Employers shall not discriminate against members of the union in the engagement or dismissal of their men, nor in the conduct of their business do anything for the purpose of injuring the union directly or indirectly.

9. When members of the union and non-members are employed together they shall work together in harmony and under the same conditions, and there shall be no distinction between them, and they shall receive equal pay for equal work.

Contract exempted.

10. This award shall not apply to the engine-driver or fireman employed by John Brightling upon his contract for clearing the River Avon, entered into on the 29th day of October, 1899, so long as the said John Brightling pays the wages and performs the conditions of employment under which the said engine-driver or fireman is now working.

Christchurch Gas Company and Christchurch City Council.

11. Nothing in this award contained shall apply to or bind the Christchurch Gas Company. [Note.—This is a clause consented to at the hearing.]

12. The Christchurch City Council shall pay to the engine-drivers and firemen employed by them in the Fire Brigade the wages prescribed by this award, but the provisions of this award in relation to hours of labour and overtime shall not apply to such men or to the said City Council in relation to the employment of such men. Except as set forth in this clause the provisions of this award shall apply to the said City Council. [Note.—This clause was consented to at the hearing.]

Central Dairy Company.

13. The Central Dairy Company shall from the time of the coming into operation of this award pay the fireman or firemen employed by them the minimum wage of 7s. per day. No other provision in this award shall apply to the said company. [Note.—This clause was consented to at the hearing.]

Christchurch Tramway Company.

14. The rates of wages at present paid by the Christchurch Tramway Company shall, until the further order of the Court, continue to be paid to the engine-drivers employed by them.

15. The said company shall pay to such engine-drivers for work done by them on Christmas Day and Good Friday, double rates, and for work done on New Year's Day, Easter Monday, Sovereign's Birthday, Labour Day, and Boxing Day, time and a half. The present practice of paying time and a half for work done on Sundays shall continue until further order or award of the Court.

16. Except as expressly set forth in clauses 14 and 15 hereof, nothing in this award contained shall apply to the said Christchurch Tramway Company or to the men employed by them.

General Exemptions.

17. Nothing in this award contained shall apply to engine-drivers or firemen working on any steamboat or steamship.

18. Where the wages and conditions of employment have already been fixed by the Court, or by any industrial agreement by an award, or industrial agreement now in force, nothing in this award contained shall apply to such men.

Youths.

19. Nothing in this award contained shall apply to youths up to the age of eighteen years employed in firing or assisting in firing. This clause shall be read as expressly subject to the provisions of "The Inspection of Machinery Act, 1902." Workers over the age of eighteen years employed as firemen shall be paid the minimum wage hereinbefore set forth.

Limitation of Award.

20. This award shall, until the further order of this Court, be limited to employers carrying on business within a radius of ten miles from the Chief Post-office, Christchurch.

Traction-engine Drivers.

21. Notwithstanding anything in this award contained, any employer of traction-engine drivers may agree with his men that the hours of work shall be other than those hereinbefore specified without payment of overtime, but so that not less than the rate of wages hereinbefore specified for drivers of traction-engines shall be paid to such drivers. [Note.—This clause was agreed to at the hearing.]

Threshing-mills.

22. Nothing in this award shall apply to men employed in threshing-mills. [Note.—This exemption was agreed upon at the hearing.]

Term of Award.

23. This award shall take effect from the 16th day of May, 1903, and shall continue in force until the 16th day of May, 1905.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 5th day of May, 1903.

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

The principal questions we have to determine in the present dispute are (1) the wages which should be paid to those engine-drivers who hold certificates of service only; (2) the question of preference; and (3) the position of the drivers in the Tramway Company's service.

The union and the representatives for the principal employers have agreed upon the hours of labour, the minimum wages for engine-drivers holding first and second-class certificates of competency, the holidays, and the clause providing for "filling in time."

The hours agreed upon are forty-eight for the week, and the overtime agreed upon is time and a quarter. We have provided that the hours of work shall be arranged by each individual employer in accordance with the exigencies of his particular business, and they may be worked in shifts either by day or night. This is necessary, as so many different industries are involved in the dispute. The wording of the first paragraph of clause 1 is in the terms agreed upon by the parties.

With reference to the wages for drivers holding service certificates, we have carefully considered the arguments and evidence adduced at the hearing. The union contend that these drivers should be placed upon the same footing as those holding certificates of competency; the employers submit that they should be on a lower grade, and that the provisions of the Wellington and Auckland awards ought to be followed here. Now, in the present dispute the parties have themselves agreed that the minimum wage for drivers holding first-class certificates of competency shall be 10s. per day, and for those holding second-class certificates of competency 9s. per day. In our opinion men holding such certificates are entitled to a higher minimum wage than those holding certificates of service only. We have seen no reason to alter the ruling of the Court expressed in the reasons for the Wellington award. We there said, "A man who holds a first-class certificate of competency has to pass an examination in matters the knowledge of which is not necessary to enable a man to obtain a first-class certificate of service, and he is, in fact, a worker of a higher grade than the other. Similarly, a man who holds a second-class certificate of competency is a man of a higher grade than one who has a second-class certificate of service. No examination is necessary to enable a man to obtain either a first- or a second-class certificate of service. A perusal of the regulations referred to clearly demonstrates this. The holder of a certificate of competency is not only a driver but a mechanic." We follow this ruling in the present award. The parties have themselves agreed that 10s. a day in the case of holders of first-class certificates of competency, and 9s. a day for holders of second-class certificates of competency, is a fair minimum wage for such men. These wages are, in fact, the wages prescribed by the Court in Wellington and Auckland for the same classes. We think, therefore, that those who hold certificates of service only are not entitled to the same minimum wage as those who hold certificates of competency, and we follow the same course adopted by us in Wellington and Auckland, and make the wages for the service men 9s. per day for the first class and 8s. a day for the second class. The minimum wages for the other classes of men specified in this award are those agreed upon at the hearing.

As the award is confined to Christchurch and its suburbs we consider that the union has established a case for preference, and we grant it accordingly.

The special conditions set out in clauses 11, 12, 13, and 19 of the award were agreed to at the hearing.

We have, in reference to the Tramway Company, made provision for payment of an extra rate for work done on certain holidays. With this exception we have left the wages and conditions of employment in this company as they now are. It would, in our opinion, not be possible in a dispute of this description to make any further award in regard to the tramways. If it is necessary to regulate the general conditions of employment in this company, the proper course is to deal with the matter as a whole. The provision we have made in reference to holidays will not in any way interfere with the general working of the tramways. It simply means that for work done by these engine-drivers on those particular days these drivers will be paid at the same proportionate rate as the drivers in Wellington and Dunedin are for holiday work.

We see no reason to exempt the freezing companies. The reasons for their exemption existing in Wellington and Auckland do not obtain here, and the award is sufficiently elastic in relation to hours to enable it to be applied to the engine-drivers in these companies without difficulty, while the wages prescribed are not higher than those paid for the same class of work in similar industries in the other parts of the colony.

As awards have already been made in this district in certain industries regulating the wages of engine-drivers and firemen in such industries, the present award will not apply to such men. This is the case particularly in regard to the timber-mills and the flour-mills.

THEO. COOPER, J., President.

(583.) RANGIORA CARPENTERS.—ORDER AND AWARD OF THE COURT.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an application to the Court for an order or award applying the terms of an industrial agreement, dated the 14th day of October, 1902, and made between the No. 2 Branch of the Canterbury Carpenters and Joiners' Association Industrial Union of Workers and Henry Cook and other employers to the following parties: Thomas James Burnet, Woodend, North Canterbury; Colin Shilton, Woodend, North Canterbury; Alfred Pearce, Kaiapoi, North Canterbury; and John Wilson, Sefton, North Canterbury.

THE Court of Arbitration of New Zealand, having taken into consideration the matter of the above application, and having heard the above-mentioned union by its representative duly appointed, and Messrs. Burnet, Pearce, and Wilson, three of the parties above named, appearing in person, and having been duly heard by the Court, and Colin Shilton, one of the above-named

parties not appearing, proof that he had been duly served with notice of this application having been duly given to the satisfaction of the Court, and full opportunity having been given to the said parties so appearing to call witnesses, but no witnesses having been called by any of the said parties, doth hereby order and award: That the said Messrs. Burnet, Shilton, Pearce, and Wilson shall be and each of the said parties is hereby from this date bound by the terms, conditions, and provisions of the said industrial agreement, which said terms, conditions, and provisions are set forth in the schedule hereto annexed. And the Court doth hereby order and award that as regards the said parties and the said union the said terms, conditions, and provisions so appearing in the said schedule shall be deemed to be the award of the Court, and that such award shall take effect from the day of the date hereof, and shall continue in force until the 1st day of February, 1905, being the date of the expiration of the term of the said industrial agreement.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the Court hath hereto subscribed his name, this 15th day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE REFERRED TO IN THE ORDER AND AWARD HERETO ANNEXED.

1. All journeymen carpenters and joiners shall receive not less than 10s. 8d. per day of eight hours.

2. Men who are considered to be unable to earn the minimum wage shall be paid such lesser sum (if any) as the committee of employers and workmen shall agree upon, or otherwise it shall be decided by the Chairman of the Board of Conciliation.

3. No builder shall employ more than one underpaid journeyman to three competent journeymen, provided that competent journeymen are available.

4. Forty-four hours shall constitute a week's work. All time worked beyond eight hours on the first five days of the week, and four hours on Saturday, also holidays—namely, New Year's Day, Good Friday, Easter Monday, Christchurch Show Day, Christmas Day, and Boxing Day—shall be paid at the rate of time and a quarter for the first four hours and time and a half afterwards, provided that when workmen are employed on country work requiring them to sleep away from home, and are receiving the increased rate of pay as provided in clause 5, they may work such hours beyond those stated in clause 4 as may be agreed upon between employer and employee without receiving overtime rate of payment.

5. All men sent to country work shall be conveyed or have their travelling-expenses and their time paid for going and returning, and an addition of 10 per cent. to their wages when the distance necessitates lodgings; and their employer shall provide them with tents or other suitable sleeping-accommodation; but where the

employer provides board and lodgings the 10 per cent. not to apply.

6. The suburban limit to men walking to their work shall be two miles from their employer's yard. The time limit for men being driven to their work shall be 7.30 a.m. at the shop; beyond that distance clause 5 to apply.

7. When apprentices are employed upon country work they shall receive 6s. per week lodging-money in addition to their wages; and when board and lodging costs more than 9s. per week their employer shall pay them all cost over 9s. per week, in addition to the 6s. per week and the wages.

8. No limitation shall be put upon the number of apprentices, but they shall serve an apprenticeship of not less than five years, and they shall be legally indentured.

9. The wages to be paid to apprentices shall be: During the first year, not less than 5s. per week; during the second year, not less than 8s. 9d. per week; during the third year, not less than 12s. 6d. per week; during the fourth year, not less than 16s. 3d. per week; during the fifth year, not less than £1 per week.

10. Employers shall employ members of the Canterbury Carpenters and Joiners' Association in preference to non-members, provided that the members of the union are equally qualified with non-members to perform the particular work required to be done, and are ready and willing to undertake it. Where non-members are employed there shall be no distinction between members and non-members, and both shall work together in harmony, and both shall work under the same conditions, and shall receive equal pay for equal work. Any dispute under this rule, if it cannot be settled by the committee above referred to, shall be decided by the Board of Conciliation.

In witness whereof the seal of the said Court hath been hereto affixed, and the President of the said Court hath hereto subscribed his name, this 15th day of May, 1903.

THEO. COOPER, J., President.

(584.) CANTERBURY GARDENERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Canterbury Gardeners' Industrial Union of Workers (hereinafter called the "said union") and the following persons (hereinafter called the "said employers"): W. Jones, Papanui Road, St. Albans; A. W. Buxton, Springfield Road, St. Albans; Christchurch Nursery Company, Christchurch; J. Joyce, Papanui; Nairn and Sons, Lincoln Road, Spreydon; Kerr and Burnett, Richmond; Ross and Leighton, Opawa.

THE Court of Arbitration of New Zealand (hereinafter called the "said Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, or provisions, but shall in all respects abide by, observe, and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall, as regards nursery employees, come into operation on the 1st day of November, 1903, and, as regards practical gardeners and their employees, come into operation on the 25th day of May, 1903.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 21st day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

CONDITIONS OF LABOUR APPLICABLE TO NURSERYMEN AND THEIR EMPLOYEES.

Hours of Labour.

1. Forty-eight hours shall constitute a week's work, made up as follows: From the 1st day of May until the 31st day of October (both inclusive) the hours of work shall be eight hours per day, to be worked between 8 a.m. and 5 p.m. on each week-day. From the 1st day of November until the 30th day of April (both inclusive) the hours of work shall be eight and three-quarter hours per day on five days of the week, to be worked between the hours of 7.45 a.m. and 5.15 p.m. on each of such days, and four and a quarter hours on one day of the week from 7.45 a.m. to noon. Such day shall be

Thursday for such portion of the staff as the employer may select, **and Saturday** for such portion of the staff as shall have worked the **full day on Thursday.**

2. All time worked in excess of the day's work as aforesaid shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter. Not more than three hours' overtime shall be worked on any one day. Time worked on any public holiday shall be paid for at the rate of time and a half, excepting on Christmas Day, New Year's Day, Good Friday, Easter Monday, and Labour Day, for each of which days the rate of pay shall be double time. Necessary attendance to frames, glass houses, and stoking is not to be counted as overtime.

Definition of Competent Nurseryman.

3. Any employee having been five years constantly employed at nursery-work shall be deemed to be a competent nurseryman.

Minimum Rates of Pay.

4. A competent nurseryman if not engaged by the week shall be entitled to receive and shall be paid not less than 1s. per hour.

5. A competent nurseryman engaged by the week shall be entitled to receive and shall be paid a weekly wage of not less than £2 5s.

5a. Any employee not competent to perform general nursery or gardening work other than plain digging and trenching shall be termed a "nursery or gardeners' labourer," and shall be paid not less than 10½d. per hour. If engaged by the week he shall be paid a weekly wage of not less than £2.

6. No deduction shall be made from the wages of any employee engaged by the week for holidays or for loss of time, except for loss of time incurred by such employee on his own responsibility. Employees engaged by the week shall be entitled to receive and shall give one week's notice of the termination of their employment.

Workers unable to earn the Minimum Wage.

7. Any worker who considers himself unable to earn the minimum wage hereinbefore prescribed may be paid such less sum as may from time to time be agreed upon in writing between such worker, his employer or proposed employer, and the secretary of the workers' union, and if they shall not have agreed upon such wage within twenty-four hours after such worker shall have applied in writing to such secretary stating his desire that his wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district, upon the application of such worker, after twenty-four hours' notice in writing to such secretary, who shall (if he shall so desire), as well as the employer or proposed employer, be entitled to be heard by such Chairman upon such application.

Apprentices to Nursery-masters.

8. Not more than one apprentice shall be employed to every three journeymen or fraction of the first three journeymen. For the purpose of determining the proportion of apprentices to journeymen, the journeymen taken into account must have been employed by the employer in the establishment in which such apprentices shall be taken for at least two-thirds full time during the six months immediately preceding the taking of such apprentice.

9. Each apprentice shall be indentured for a term of five years, and shall receive not less than 5s. per week for the first six months, 10s. per week for the second six months, with an increase of 2s. 6d. per week for every succeeding six months until the expiration of four years, and an increase of 5s. per week for the ninth six months, and another increase of 5s. per week for the final six months.

10. If any employer shall, from any unforeseen cause, be unable to fulfil his obligations to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding that he has already the full number of apprentices allowed by this award.

11. Any employer before indenturing an apprentice shall be entitled to take him for three months on probation, and if at the end of such period he shall be retained he shall be duly indentured, and the said period of probation shall count as part of his term of apprenticeship.

12. Arrangements legally existing between employers and apprentices at the date of this award shall not be prejudiced, but if an employer has at the date of this award more than the proportion of apprentices permitted under this award no new ones shall be taken on until the number has been reduced below the said proportion.

Travelling-expenses.

13. Travelling time and expenses shall be paid to employees if they are employed at outside work, according to the provisions hereinafter set forth in relation to gardeners' employees.

Preference.

14. If and so long as the rules of the union shall permit any person now employed as a nurseryman or gardener or gardeners' labourer in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent workman at such occupations, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall, when engaging men, employ members of the union in preference to non-members, providing there are members of the union equally

qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

15. The union shall keep in some convenient place within one mile from the Chief Post-office, Christchurch, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, together with a description of the occupation in which such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member has been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in the said book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable efforts to verify the same. Such book shall be open to the inspection of every employer without fee or charge at all hours between the hours of 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. Notice by advertisement in the *Christchurch Press* and *Lyttelton Times* newspapers, published in Christchurch, shall be given of the place where such employment-book shall be kept, and of any change in such place. If the union shall fail to keep the employment-book in the manner provided by this clause, then, and so long as such failure shall continue, any employer may, if he shall think fit, employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions.

16. Nothing in these clauses contained shall be deemed to prevent the continued employment of workmen now in the employment of any employer, notwithstanding such workmen may not be or become members of the union.

17. No employer shall, in the engagement or dismissal of his hands, discriminate against members of the union, nor in the conduct of his business do anything directly or indirectly for the purpose of injuring the union.

18. When members of the union and non-members are employed together they shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

CONDITIONS OF LABOUR APPLICABLE TO GARDENERS' EMPLOYEES.

Hours of Labour and Overtime.

19. The provisions set forth in clauses 1 and 2 of this award shall apply to journeymen employed by practical gardeners, and to gardeners' labourers also so employed.

Definition of a Journeyman Gardener and Gardeners' Labourers.

20. Any employee having been five years constantly employed in general gardening-work shall be termed a "practical gardener."

21. Any employee sent to outside work other than plain digging or trenching shall, while working at such outside employment, receive the same rate of wages as a practical gardener.

22. Any employee not competent to perform general gardening-work other than plain digging or trenching except under the supervision of a foreman shall be termed a "gardeners' labourer."

Minimum Rates of Wages.

23. A competent practical gardener if not engaged by the week shall be entitled to receive and shall be paid not less than 1s. per hour.

24. A competent practical gardener if engaged by the week shall be entitled to receive and shall be paid a weekly wage of not less than £2 5s.

25. A competent gardeners' labourer if not engaged by the week shall be paid not less than 10½d. per hour. If engaged by the week he shall be paid a weekly wage of not less than £2.

26. The provisions of clause 5 of this award shall apply to competent practical gardeners and to gardeners' labourers engaged by the week.

Workers unable to earn the Minimum Wage.

27. The provisions of clause 7 of this award shall apply to gardeners and gardeners' labourers as fully as if set forth in full herein.

Travelling-time.

28. An employee shall call for orders ten minutes before the time for starting work at any place previously arranged by his employer as his place for issuing orders. In the event of the employee receiving his orders on the previous day for work to be done away from his master's grounds on the following day, such work, if over two miles from the place appointed by the master as his place for issuing orders, shall be deemed to be suburban work, and employees employed thereon shall be allowed and paid for the time reasonably occupied by them in going to and from such work, but there shall be deducted from such allowance the time reasonably occupied in proceeding for the first two miles from the residence of the employee. Time shall be calculated at the rate of four miles by the nearest convenient mode of access for foot-passengers, unless the employer shall provide a conveyance or the place of work can be reasonably reached by the railway or the tram. In such case all fares shall be paid by the employer, and the employee shall be paid for the time occupied in so proceeding to the work.

Preference.

29. The provisions of clauses 14, 15, 16, 17, and 18 hereinbefore set forth shall apply to employers and employees under this part of the award as fully as if set forth in full herein.

Term of Award.

30. This award shall, so far as regards nursery-masters and their employees, come into operation on the 1st day of November, 1903,

and so far as regards gardeners' employees come into operation on the 25th day of May, 1903. This award shall, in respect to both classes, continue in operation until the 1st day of May, 1905.

Limitation of Award.

31. This award shall, until the further order of the Court, apply only to the parties hereinbefore named as parties thereto, but leave is reserved to any party hereto to apply to the Court for an order declaring that any other employer carrying on the business of nurseryman in this industrial district, or carrying on the business of a practical gardener in the city and suburbs of Christchurch, may be joined as party thereto.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto subscribed his name, this 21st day of May, 1903.

THEO. COOPER, J., President.

Note.—Clauses 1, 2, 3, 6, 7, 8, 9, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, 30, and 31 are terms and conditions agreed upon between the parties to this award.

THEO. COOPER, J., President.

(585.) WAIMATE WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Waimate Workers' Industrial Union of Workers (hereinafter called "the union") and the following employers (hereinafter called "the employers"): The South Canterbury Threshing-mill Owners' Industrial Union of Employers (joined as parties at the hearing by consent); William Quinn; and the following parties appearing at the hearing and joined by the Court as parties hereto—John McClintock, James Borrie, F. W. Manchester, D. R. Buckingham, and W. T. Buckingham; and the following parties who have, since the filing of the reference herein, purchased mills and taken over the business of certain members of the employers' union—William Rogers, Cunningham Bros.

THE Court of Arbitration of New Zealand (hereinafter called "the said Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set

out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by, observe, and perform the same; and the Court doth hereby further order, award, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall come into operation on the 8th day of June, 1903, and shall continue in force until the 1st day of November, 1904.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The hours of labour shall be left to the discretion of the mill-owner; but he shall not, except in cases of emergency, require employees to work by lamplight or other artificial light.

Rates of Pay.

2. When employees are engaged to work by the hour they shall be paid not less than 10d. per hour, and in such case employers shall provide the employees with good wholesome food free of charge. If employers shall not provide their employees with food as aforesaid, then such employees shall be paid not less than 1s. per hour.

3. Any employer may agree with his employees to employ them on piecework, and in such case the piecework shall be as follows: For ordinary workers, 12s. per 1,000 bushels wheat or barley, 10s. per 1,000 bushels oats; for bagmen, 1s. per 1,000 bushels in addition to above rates.

Certain Employees exempted.

4. As agreed upon between the parties, it is hereby provided that nothing in this award contained shall apply to any driver or feeder.

Shifting Mill.

5. Wages-men who are required to be on duty to assist in shifting the mill from stack to stack or from camp to camp shall be paid at the above hourly rate for the time during which they shall be required to be on duty for such purpose.

6. Men who are employed at piecework rates who are required to be on duty to assist in shifting the mill from camp to camp shall be paid at the rate of 1s. per hour for the time during which they shall be required to be on duty for such purpose, but they shall not be entitled to any payment for shifting the mill from stack to stack.

7. The above clauses 5 and 6 shall apply only to those men who are required to be on duty for such purposes.

Preference.

8. If and so long as the rules of the union shall permit any male person to become a member thereof upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall, when engaging workmen, employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. "Male person" shall mean any male person, competent to perform manual labour, over the age of seventeen years.

9. The union shall keep in some convenient place in the town of Waimate a book to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union within the district within which this award shall have operation, and the names and addresses of all members for the time being out of employment. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. Notice by advertisement in the two local papers published at Waimate shall be given of the place where such employment-book is kept, and of any change in such place. If the union fail to keep the employment-book in the manner provided by this clause, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions.

10. Nothing in the foregoing clauses contained shall be deemed to prevent the continued employment of any person now in the employment of any employer, notwithstanding such person shall not be or become a member of the union.

11. It shall be a sufficient answer to any proceeding against any employer for breach of this award by employing any person not being a member of the union that there was not any member of the union equally competent with the person engaged within a reasonable distance of the place where the particular mill was working at the time the particular worker was engaged; and it shall also be a sufficient answer to such charge that the worker employed, although not a member of the Waimate workers' union, was at the time of his engagement a member of any other industrial union of workers registered under the Act.

12. No employer shall, in the engagement or dismissal of his hands, discriminate against members of the union, nor in the conduct of his business do anything for the purpose of injuring the union whether directly or indirectly.

13. There shall be no distinction between members of the union and non-members, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Contracts exempted.

14. This award shall not apply to uncompleted contracts entered into by any employer prior to the 13th day of May, 1903, so long as such employer shall pay to his men the piecework rates prescribed in clause 3 of this award.

Week's Notice.

15. Whenever it is reasonably possible to do so, a week's notice of the termination of employment shall be given by the employer to his men, and of the intention to leave the employment shall be given by the men to the employer.

Limitation of Award.

16. This award shall, until the further order of the Court, be limited to that portion of the Industrial District of Canterbury lying between the Waitaki River on the south, the Rangitata River on the north, the Hakataramea Ranges, thence along that range of mountains to the west of Ashley Flat at that point where the said Rangitata River flows out from the mountains on to the Canterbury Plains, and on the east by the sea.

Term of Award.

17. This award shall come into operation on the 8th day of June, 1903, and shall continue in force until the 1st day of November, 1904.

In witness whereof the seal of the said Court hath been hereto

put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of May, 1903.

THEO. COOPER, J., President.

(586.) CANTERBURY TYPOGRAPHERS (COUNTRY EMPLOYERS).—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Canterbury Typographical Industrial Union of Workers and the following country employers: H. C. Jacobson, Akaroa; J. Turner, Rangiora; H. Cooper, Kaia-poi; J. Parish, Oxford; Robert Bell, Ashburton; W. Potter, Ashburton; James Sandoe, Ashburton; Joseph Ivess, Ashburton; J. M. Twomey, Temuka; M. Smith, Waimate; George Wilson, Waimate; F. Wansbrough, McKenzie, Cheviot; C. R. Thornton, Southbridge (hereinafter called "the said employers").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and every member thereof, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by, observe, and perform the same. And the Court doth hereby further order, award, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall come into operation on the 8th day of June, 1903, and shall continue in force until the 8th day of June, 1905.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The week's work shall consist of forty-eight hours. The working-hours in each week shall be regulated according to the special requirements and circumstances of each employer's business, but no employer shall require any of his hands to work for a longer period in any one day of twenty-four hours than thirteen hours exclusive of meal-hours. For this purpose the day shall be calculated as from 8 a.m. to 8 a.m. If any employer shall require any worker to work a longer period in such day than aforesaid, then such employer shall pay for such excess of time so worked on such occasion overtime at the rate of time and a third, notwithstanding that in the week in which such excess of hours shall have been so worked less than a total period of forty-eight hours shall have been worked by such worker.

Any journeyman required to work on Sunday, Christmas Day, or Good Friday, shall be paid double rate of pay; and if required to work on Easter Monday, the birthday of the Sovereign, Labour Day, or Anniversary Day, shall be paid time and a half.

This clause shall not apply to journeymen engaged on a morning newspaper customarily published on Monday morning, so far as the extra rate of pay for Sunday is prescribed, for work necessarily done on Sunday in preparing for the publication on Monday morning of such newspaper, but except as aforesaid it shall apply to all journeymen.

Overtime.

2. Overtime shall be one-third extra, and shall be paid (subject to the provision in clause 1 hereof) in respect of such time as shall be worked in each week over and above the said number of forty-eight hours.

Minimum Rates of Wages.

3. The minimum rates of wages for journeymen shall be: In the Town of Ashburton—for jobbing-hands exclusively engaged on jobbing printing, £2 10s. per week; for journeymen who do general work both in newspaper-work and jobbing-work, £2 5s. per week; In all other country towns in Canterbury (exclusive of Timaru, which town is not within the provisions of this award) the minimum wage shall be for all journeymen, as defined in this clause, £2 2s. per week. The wage is a weekly one, and no deduction shall be made for holidays or for time lost in any one week, unless such time shall have been lost through the worker's own default. "Journeymen" shall include and mean compositors and machine-hands over the age of twenty-one years, whether engaged on newspaper-work or jobbing-work, but shall not include workers on the monoline or other typesetting-machines.

4. Workers on the monoline or other typesetting-machines shall be paid as follows: For the first six months during which any such worker shall be employed at such machine after the date of the

coming into force of this award, £2 2s. per week ; for the second six months, £2 10s. per week ; and thereafter the sum of £2 15s. per week.

5. If the employers or any of them shall elect to employ in solid typesetting any journeyman compositor on piecework, then such compositor shall be paid the sum of 1s. per 1,000 ens.

Wages for Girls and Youths not apprenticed.

6. The Court does not limit the number of girls or youths who may be employed in any of the country printing-offices outside the Town of Timaru, whether such girls or youths be apprenticed or not, but fixes the minimum rates of wages in respect of such girls and youths as follows :—

7. For girls not apprenticed : For the first three months, 5s. per week ; for the second three months, 7s. 6d. per week ; for the third three months, 10s. per week ; for the fourth three months, 12s. 6d. per week ; for the fifth three months, 15s. per week ; for the sixth three months, 17s. 6d. per week ; for the next six months, £1 per week ; for the third year, £1 5s. per week ; for the fourth year and thereafter, £1 10s. per week.

8. For youths not apprenticed : Up to the end of the first eighteen months' employment at the trade such youths shall be paid not less than the rates specified in clause 7 hereof, and thereafter not less than the following rates : For the last six months of the second year, £1 2s. 6d. per week ; for the third year—first six months, £1 5s. per week ; second six months, £1 7s. 6d. per week ; for the fourth year—first six months, £1 10s. per week ; second six months, £1 12s. 6d. per week ; for the fifth year—first six months, £1 15s. per week ; second six months, £1 17s. 6d. per week ; for the sixth year, £2 per week ; and thereafter the minimum wages for journeymen. Provided, however, that if such youth shall, during the periods above set forth, attain the age of twenty-one years he shall from that time cease to come under the above scale, and shall be paid journeyman's wages, unless he shall obtain permission to work at a less wage under the clause hereinafter set forth prescribing the means for fixing the wages of workmen unable to earn the minimum wage.

Apprentices, whether Male or Female.

9. Employers may, if they elect to do so, indenture as an apprentice any girl or youth desiring to be apprenticed. Any employer taking an apprentice shall, before indenturing such apprentice, be entitled to take him or her for three months on probation, and if at the end of such probation he or she shall become a bound apprentice, such period of probation shall be reckoned as part of the apprenticeship which under this paragraph he or she is to serve. All apprentices shall be legally indentured by deed of apprenticeship for a term of six years.

10. Arrangements legally existing between employers and apprentices at the date of this award coming into operation shall not be prejudiced.

General Conditions.

11. Time during which girls or youths have been *bona fide* working at the trade up to the time of the coming into operation of this award shall count in calculating the rate of pay to which such girls or youths shall be entitled under clause 7 of this award.

Wages for Apprentices.

12. The following shall be the rates of wages to be paid to apprentices: For the first year, 5s. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; for the fifth year, £1 5s. per week; for the sixth year, £1 10s. per week.

Overtime for Girls or Youths, whether apprenticed or not.

13. If (subject nevertheless to the provisions of the Factories Act) any girl or youth, whether apprenticed or not, shall be required to work and shall work overtime, he or she shall be paid overtime at the following rates: If the rate of wages which he or she shall be legally receiving shall not exceed 10s. per week, then the rate to be paid for overtime shall be 6d. per hour; if the rate of wages which he or she shall be legally receiving shall be over 10s. a week, such overtime shall be not less than 9d. per hour; if the said rate of wages shall be such that overtime, calculated at the rate of time and a third, shall amount to more than 9d. an hour, then such overtime shall be paid at the said rate of time and a third.

No Discrimination Clause.

14. None of the employers shall in the said country printing-offices discriminate against members of the union, or shall, in the engagement or dismissal of their hands, or in the conduct of their business, do anything directly or indirectly for the purpose of injuring the union.

15. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

Incompetent Workers.

16. Any employee who may consider himself or herself unable to earn the minimum wages hereinbefore prescribed may be paid such less wage as shall be fixed in writing by the Stipendiary Magistrate of the district in which he or she shall reside. If there shall be residing in the town in which such employee works or shall desire to obtain work a recognised agent of the union, then twenty-four hours' notice of such application shall be given by such worker to such agent, and such agent, as well as the applicant and the employer or proposed employer, shall be entitled to be heard by such Magistrate upon such application. Any employee whose wage shall have been so fixed may work and be employed by any employer

bound by this award for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice shall have been given to him or her by a recognised agent of the union requiring him or her to have his or her wages again fixed in the manner prescribed by this clause.

District to which Award applies.

17. This award shall apply to employers and workers in all the country districts of the Canterbury Industrial District and in the town therein, except the town and suburbs of Timaru.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 23rd day of May, 1903.

THEO. COOPER, J., President.

(587.) CANTERBURY UNITED MILLERS, ENGINE-DRIVERS, AND MILL EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the United Millers, Engine-drivers, and Mill Employees of Canterbury Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Wood Bros., Christchurch; D. H. Brown and Son, Christchurch; Langdon and Son, Christchurch; R. Allen, Riccarton; Moir and Co., Southbrook; R. Evans and Co., Kaiapoi; Leech Bros., Rangiora; W. R. Gardiner, Cust; T. Rollitt, Wakanui; John Jackson, Timaru; Royal Milling Company, Timaru; Atlas Milling Company, Timaru; Nicol and Scott, Waimate; Geo. Trapnell, Brookside; — Hislop, Irwell; — Aspinall, Temuka; Canterbury Milling Company, Ashburton.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award,

and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 8th day of June, 1903, and shall continue in force until the 8th day of June, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. A day's work shall consist of eight hours' work, and shall be worked in shifts of eight hours' work each shift. Any employer shall have full discretion to so arrange the methods of working that men on the day-shift may be allowed a reasonable time for a meal between the hours of 12 o'clock noon and 2 o'clock p.m. This discretion shall apply to all employers, whether in town or country mills, and whatever the capacity of the mill may be, and whether the mill is working one, two, or three shifts in the twenty-four hours. A day-shift shall (except in respect to the man who is required to get up steam) commence at 8 a.m., and be worked between the hours of 8 a.m. and 5 p.m.

Overtime.

2. All work done exceeding eight hours' work in any twenty-four hours shall be deemed to be overtime, and shall be paid, if worked, in proportion to wages, as follows: Time and a quarter shall be paid for the first three hours, time and a half shall be paid for the second three hours, after the second three hours double time shall be paid. All work done on Sundays and on holidays shall be paid for at the rate of double time. The head storeman and the second storeman for the first two hours' overtime shall work at ordinary rates, and rates of overtime then for the head storeman and second storeman shall be as stated. In regard to the man who has to turn out to get up steam ready for the mill to start, whether he be the man in charge or otherwise, whatever extra time he is so employed in regard to this special duty he shall be paid at the ordinary rate of pay. [Agreed to by the parties.]

Holidays.

3. The following days shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, the Prince of Wales' Birthday, the Sovereign's Birthday, Anniversary Day, Christmas Day, and Boxing Day. [Agreed to by the parties.]

Boys and Apprentices.

4. The number of boys and apprentices in any flour-mill shall not exceed one to three or fraction of first three men. The number of boys or apprentices employed in any oatmeal-mill shall not exceed one to two men employed in that department. [Agreed to by the parties.]

Terms of Service.

5. Employees upon leaving their situations shall give a full week's notice; and upon their services being dispensed with by their employers they shall receive a full week's notice, unless dismissed for misconduct, personal negligence, or other reasonable cause. [Agreed to by the parties.]

Minimum Rates of Wages.

6. The following shall be the minimum rates of wages:—

(a.) Roller-man or shift miller, 1s. 1d. per hour.

(b.) Oatmeal and barley miller, 1s. 1d. per hour.

(c.) Purifier (the man on purifier and flour-dressing floors), 10½d. per hour.

(d.) Smuttermen in charge of wheat-cleaning machinery, 1s. per hour; assistant smuttermen, 11d. per hour.

(e.) Kilnman, 11d. per hour.

(f.) Head storeman, 1s. 1½d. per hour.

(g.) Packerman, 10½d. per hour.

(h.) Engine-drivers: (a.) Where the combined cylinders of an engine are 200 (or over) circular inches, the man in charge of such engine is to receive 1s. 3d. per hour; and second and third engine-drivers, 1s. 1d. per hour. (b.) Where the combined cylinders of an engine are under 200 circular inches, the man in charge is to receive 1s. 1d. per hour; second and third engine-drivers, 1s. per hour.

(i.) Boys: The rate of wages for boys shall be—For the first six months, 10s. per week; second six months, 12s. per week; third six months, 15s. per week; fourth six months, 18s. per week; fifth six months, £1 1s. per week; sixth six months, £1 4s. per week; seventh six months, £1 7s. per week; eighth six months, £1 10s. per week; ninth six months, £1 13s. per week; tenth six months, £1 16s. per week.

(k.) All casual labour in store to be paid at the rate of 1s. per hour. [Agreed to by the parties.]

Preference.

7. So long as the rules of the union shall permit any person of good character and sober habits now employed in the trade in this

industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case and thereafter employers shall, when engaging workmen, employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the work required to be done, and ready and willing to undertake it. Provided that this clause shall not involve the dismissal of any man now in the service of any mill-owner, and such mill-owner may continue to employ any such man though not a member of the union. Employers shall not object to any employee joining the union. This clause shall not apply to casual labour. [Agreed to by employers.]

8. The union shall keep in some convenient place within one mile from the Chief Post-office, Christchurch, a book to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom each such member shall have been employed during the preceding six months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be liable as for a breach of this award in case any entry in such book shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge on every working-day except Saturday between the hours of 8 o'clock a.m. and 5 o'clock p.m., and on Saturday between the hours of 8 o'clock a.m. and noon. If the union fail to keep such book in the manner prescribed by this clause, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions. Notice of the place where such employment-book shall be kept, and of any change in such place, shall be given by the union by advertisement in the *Christchurch Press* and *Lyttelton Times* newspapers, published in Christchurch.

9. A similar book, showing the names, addresses, and occupations of such of the members of the union as shall from time to time be out of employment and who reside in Timaru and the surrounding district, together with the other particulars prescribed in the foregoing clause, shall be kept by the union at Timaru, within

one mile from the Chief Post-office there ; and notice of such place, and of any change in such place, shall be given by the union by advertisement in the *Timaru Herald*, published at Timaru. If the union fail to keep such book at Timaru in the manner hereinbefore prescribed, then employers at Timaru and in the surrounding district may employ any person to perform the particular work required to be done, notwithstanding such person may not be a member of the union. Such book shall be open to the inspection of the employers without fee or charge during the hours prescribed in the preceding clause in regard to the employment-book at Christchurch.

10. No employer shall discriminate against members of the union, or in the engagement or dismissal of his hands or in the conduct of his business do anything for the purpose of injuring the union, whether directly or indirectly.

11. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Term of Award.

12. This award shall take effect from the 8th day of June, 1903, and shall continue in force until the eighth day of June, 1905.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the said Court hath hereto set his hand, this 27th day of May, 1903.

THEO. COOPER, J., President.

Note.—In the list of wages in the statement agreed upon at the conference of the employers and the union there appears the item “(j.) Caretakers or watchmen for seven nights a week of eleven hours to be paid £2 10s. a week.” No provision is made or asked for watchmen or caretakers who are employed for a lesser period than seven nights of eleven hours. As most of the mills work two or three shifts, it appears to us that item (j) is inapplicable, and we have therefore not inserted it, as no doubt the employers and the union will be able to agree upon a scale of wages for caretakers or watchmen generally. If there is any difficulty in doing so, the Court reserves leave to any party to apply to get a scale fixed.—THEO. COOPER, J., President.

(588.) CANTERBURY BAKERS AND PASTRYCOOKS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment ; and in the matter of an industrial dispute between the Canterbury Bakers and Pastrycooks’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”): The

Canterbury Master Bakers' Industrial Union of Employers : Members—C. H. Agar, Lyttelton ; A. Anderson, Kaiapoi ; J. Bailey, Ashbourne ; D. Barns, Addington ; A. H. Blake, Christchurch ; G. H. Bradford, Christchurch ; S. D. Besley, Waltham ; H. G. Baunton, Opawa ; G. Batstone, Kirwee ; G. H. Blackwell, Kaiapoi ; Mrs. H. R. Cater, Christchurch ; W. Crowe, Linwood ; R. Challiner, Addington ; W. H. Coombes, Waltham ; F. W. Collins, Templeton ; J. T. Cook, Sydenham ; G. R. Drew, Sumner ; F. Dowdle, St. Albans ; L. P. Ebert, Waltham ; W. H. Etheridge, Waikari ; J. T. Faville, Addington ; D. Franklin, Sydenham ; Mrs. E. Farrar, Sandridge ; Mrs. B. Gilmore, Woolston ; J. Hiron, Linwood ; J. E. Hansen, Riccarton ; W. A. Howison, Sydenham ; J. Hansmann, Addington ; J. A. Heath, Sandridge ; J. Hague, Richmond ; George Hawker, New Brighton ; W. Harris, Linwood ; Hinds and Cordeline ; R. Hughes, Rangiora ; W. Jennings, St. Albans ; R. Jennings, Christchurch ; J. W. Johnston, Tai Tapu ; G. P. Kissell, Templeton ; H. Leader, Christchurch ; W. Lenhart, Sandridge ; F. G. Malton, Richmond ; R. McConkey, Richmond ; A. McMeahan, Christchurch ; D. Neave, Sydenham ; J. T. Norton, Lyttelton ; F. G. Norton, Lincoln ; J. Napier, Belfast ; C. F. Nankivell, Cust ; C. W. Newbery, Christchurch ; F. Needham, Richmond ; J. S. Olliver, Lyttelton ; J. P. Phillips, Christchurch ; W. B. Pratt, St. Albans ; T. Pyle, Rangiora ; E. Ricketts, Sydenham ; W. Robertson, Christchurch ; F. Schumacher, Papanui ; A. Schumacher, Linwood ; R. Sunderland, Richmond ; Wm. Seabourne, Sydenham ; Jos. Schumacher, Sydenham ; Jas. Schumacher, Linwood ; W. G. Shepherd, Lyttelton ; J. Sansom, Rangiora ; W. Stewart and Son, Cust ; L. Slade, St. Albans ; W. Thompson, Christchurch ; F. Wilson, Waltham ; C. Woodham, St. Albans ; R. Wilson, Kaiapoi ; F. A. Waterman, East Oxford. Non-members—J. Hopper, Lincoln Road ; J. S. Slade, Oxford Terrace ; F. Williams, Tuam Street ; E. Edwards, jun., Cashel Street ; E. Edwards, sen., Burwood ; Christchurch Working-men's Co-operative Association ; J. T. Woodfield, Colombo Street ; W. Tuck, Colombo Street ; — Sprosen, Colombo Street ; — Jones, Clare Road.

[*Note*.—Employers whose place of business is outside the radius of eight miles, as set forth in clause 23 of this award, are not bound by this award, although their names appear in the above list.]

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award ; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 7th day of June, 1903, and shall continue in force until the 7th day of June, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of May, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. Fifty-one hours shall constitute a week's work, provided that not more than ten hours are worked in any one day, except as hereinafter mentioned. The hour for beginning work shall not be earlier than 4 a.m., except on Saturdays, or the day before a holiday, when work may be commenced not earlier than 3 a.m. All time worked in excess of fifty-one hours shall be paid for at the rate of 1s. 6d. per hour.

2. Lyttelton employers may start their work at such hours as may be mutually arranged between any employer and his workers, subject to not more than ten hours being worked in any one day, or fifty-one hours in any one week, without payment of overtime.

3. If any employer (other than those in Lyttelton) shall require any of his men to come at an earlier hour than the time prescribed in clause 1 hereof, he shall pay to such worker overtime at the rate of double time for all time worked between midnight and such hour of commencement so prescribed as aforesaid, and such overtime shall be paid notwithstanding that in the week in which such time has been worked less than fifty-one hours may have been worked by the

particular worker, or less than ten hours may, in the day preceding or on the day when such time is worked by such worker, have been worked. [Agreed to.]

Minimum Rates of Wages.

4. The minimum rates of wages shall be as follow : Foreman or first hands, £3 per week ; second hands, £2 10s. per week ; third hands or table-hands, £2 5s. per week ; jobbers, 10s. a day, or 1s. 3d. per hour if the jobber is required to work more than eight hours on any one day. If a jobber is employed to work at an earlier hour than the hours prescribed for commencing work in clause 1 hereof, he shall be paid double time for any time worked by him between midnight and such prescribed hours.

Employers working as Foremen or First Hands.

5. Where the employer is himself substantially engaged in carrying on in his own bakehouse the actual work of a journeyman, he shall be classed as a foreman or first hand, and he shall take an equal share of sponging with his men.

Holidays, &c.

6. Sunday sponging shall cover all statutory holidays. Any journeyman required to work on any statutory holiday shall be paid at the rate of time and a half. If he shall be required to do any work on Sunday other than sponging he shall be paid time and a half. Labour Day shall be deemed to be one of the statutory holidays.

7. Any time occupied in sponging or making dough shall be deducted from the day's work. Not less than one hour shall be allowed.

Apprentices.

8. No apprentice shall be allowed to any employer unless two *bonâ fide* journeymen be employed. If four journeymen are employed two apprentices may be taken, but no employer shall have more than two apprentices. An employer who works personally at the trade within the meaning of clause 5 hereof shall be considered for this purpose as a journeyman. Apprentices shall be indentured, and the term of apprenticeship shall be four years. Existing agreements legally entered into between employers and apprentices prior to the date of this award shall not be prejudiced. Employers shall produce to the Inspector of Factories for this district upon demand the indenture of any apprentice taken by them after the date of this award, and such Inspector shall be entitled to inspect the same, and, if necessary, to take a copy thereof. The proportion of apprentices to journeymen shall be based on a two-thirds full-time employment of such journeymen for a period of six months immediately prior to taking any apprentice.

[*Note.*—No wages are referred to in the demands in relation to apprentices, nor is any scale of wages recommended by the Board

of Conciliation. Two prior awards have been made by the Court—one on the 11th October, 1898, and the second on the 17th January, 1900. In neither of these awards is any scale of wages prescribed for apprentices, although the proportion of apprentices and term of apprenticeship has been fixed in each of these awards. The Court therefore in the present award does not prescribe the rates of wages for apprentices, but reserves leave for any party to the award to apply to the Court to prescribe such a scale upon not less than seven days' notice to all the other parties to this award.]

General Clauses.

9. No journeyman shall be allowed to board or lodge on the premises of his employer, but shall receive his wages in full (subject to the provisions of clause 10 hereof). All wages shall be paid weekly. [Agreed to.]

10. Time lost by any workman in any one week through his own default without personal misconduct shall be deducted *pro rata* from his wages for that week. All time lost in any one week by any workman through his personal misconduct may be deducted from his weekly wages for that week at the rate of time and a quarter. The workman in such case may apply to the Chairman of the Board of Conciliation for this industrial district to determine whether or not he has been guilty of such personal misconduct. Notice of such application shall be given by such workman to his employer, and he shall be entitled to be heard thereon. The decision of such Chairman shall be final. [Agreed to.]

11. No carter shall be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a journeyman baker may deliver bread so long as he does not work more than the prescribed hours. [Agreed to.]

Workmen unable to earn the Minimum Wage.

12. Any journeyman who considers himself unable to earn the minimum wage may be employed at such less wage as may be agreed upon in writing by the president or secretary of the union and the journeyman and his employer or proposed employer. In default of such agreement being come to after twenty-four hours' notice in writing by such journeyman to the president or secretary of the union, then such wage shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district, and twenty-four hours' notice in writing shall be given by such journeyman to the president or secretary of the union of such application, and the president or secretary of the union, as well as such journeyman and his employer or proposed employer, shall be entitled to be heard by such Chairman upon such application. Such journeyman may be employed at and work for such lesser wage so fixed or agreed upon as aforesaid for six months thereafter, and, after the expiration of such period of six months, until his wage shall have been again fixed or agreed upon in manner aforesaid, fourteen days'

notice in writing of such application to be given to such journeyman and to his then employer by any party requiring such journeyman to have his wage again agreed upon or fixed as aforesaid.

Probation for Apprentices, &c.

13. Any employer, before taking a youth as apprentice, shall be entitled to employ him for three months on probation, and while on probation such youth shall for the purpose of calculating the proportion of apprentices to journeymen rank as an apprentice. If at the end of such probation the employer shall continue to employ such youth, then such youth shall be indentured under the provision of clause 8 of this award, and the said period of three months shall be reckoned as part of the period of apprenticeship prescribed by this award.

14. If any employer shall, from any cause beyond his control, be unable to fulfil his obligations to an apprentice, it shall be lawful for such an apprentice to complete his term with another employer, and such employer may take and employ such apprentice, notwithstanding he has already the full number of apprentices allowed by this award.

Preference.

15. So long as the rules of the workers' union shall permit any person of good character and sober habits now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, then and in such case and thereafter employers shall, when engaging journeymen, employ members of the workers' union in preference to non-members, provided there are members of the said union equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it. Nothing in this clause shall interfere with engagements at this date legally subsisting between employers and non-unionists, nor compel any employer to discharge any journeyman now legally employed by him, notwithstanding such journeyman may not be or become a member of the workers' union.

16. The said workers' union shall continue to properly keep the employment-book required to be kept under the provisions of clause 16 of the award made by this Court on the 17th day of January, 1900. Any change in the place where such employment-book is kept shall be duly notified in the manner prescribed by that clause. If the said union shall fail to keep such employment-book in the manner required by such clause, then, and so long as such failure shall continue, employers may employ any person,

whether a member of the union or not, to perform the particular work required to be done.

17. Employers when employing or dismissing journeymen shall not discriminate against members of the workers' union, and shall not in the engagement or dismissal of their hands, or in the conduct of their business, do anything for the purpose of directly or indirectly injuring the said union.

18. When members of the workers' union and non-members are employed together they shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Disputes Committee.

19. In case of any question arising as to the interpretation of anything herein contained, or as to any matter not herein provided for, such question shall be referred to a committee consisting of three representatives to be appointed by the workers' union and three representatives to be appointed by the employers' union. Every question before such committee shall be decided by a majority of votes of the committeemen considering it—the chairman of such committee having one vote only. The secretary of the union shall convene such committee when there shall be any business for its decision, by giving two days' notice in writing to each member thereof. In case there shall be equal voting upon such question, then such question shall be submitted by the committee to the Chairman of the Conciliation Board for this industrial district, and he shall decide such question. If such committee or the Chairman of the said Board (if the question shall be submitted to him) shall fail to give a decision on any matter referred to it or him, as the case may be, within ten days from the date when such matter shall have been brought before such committee or Chairman, then either party shall be at liberty to deal with such question as if this clause had not been inserted herein.

20. Any party dissatisfied with such decision may appeal to the Court by giving notice in writing of such appeal within seven days after such decision shall have been given, and the Court reserves to itself power to make such order in the matter as it may deem just. If no such notice shall have been given within the period aforesaid, then such decision shall be final and conclusive as between the workers' union on the one hand and the members of the employers' union or any employer not being a member of such union who shall have concurred in the reference of such question to the said committee on the other hand.

Dough-machines.

21. In any bakehouse where dough-machines are during the operation of this award used, the doughmen only may be required to start one hour and thirty minutes earlier than the hours prescribed by this award.

Term of Award.

22. This award shall take effect from the 7th day of June, 1903, and shall continue in force until the 7th day of June, 1905.

Limitation of Award.

23. This award shall be limited to that part of the Industrial District of Canterbury within a radius of eight miles from the Chief Post-office, Christchurch, including Lyttelton.

In witness whereof the seal of the said Court hath been hereto put and affixed, and the President of the said Court hath hereto set his hand, this 27th day of May, 1903.

THEO. COOPER, J., President.

(589.) CANTERBURY TIMBER-YARDS AND SAWMILLS.—JUDGMENT OF COURT *RE* EMPLOYMENT OF YOUTHS AS FIREMEN.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Canterbury Timber-yards and Sawmills' Award.—Application by Messrs. Dearsley and Taylor, parties to the award.

Christchurch, 15th May, 1903.

Mr. Winter Hall for the applicants; Mr. Wright (secretary of the union) for the union.

THE application was made to the Court for leave to employ a youth as fireman at the applicant's mill. The engine and boiler did not require a certificated engine-driver, being just under the size requiring a certificate. Shavings and the refuse of the mill were burned in the furnace, and coal was not used. The award fixed the wages of firemen at 7s. 6d. per day, and the applicants had since the award came into operation employed a fireman to do the work, and had paid him the minimum wages. They now applied to the Court for leave to employ two youths in place of the fireman, and to pay the youths the scale of wages for youths employed at the machines in the sawmill. The employment of youths was, under the award, limited to workers at the machines in the sawmill or factory.

The Court, at the request of both parties, visited the mill and the engine-house.

DECISION OF THE COURT.

The PRESIDENT: The award is clear in its terms, and provides that a fireman shall be paid 7s. 6d. per day. The scale for youths does not apply to firemen. The Court has no power during the time the award is in operation to reopen it, except to correct errors or to give fuller effect to its terms. There is no error in this award. Unless some arrangement is come to in this particular case between the union and the employers, Dearsley and Taylor must carry out the terms of the award.

THEO. COOPER, J., President.

(590.) CANTERBURY BAKERS AND PASTRYCOOKS.—JUDGMENT OF COURT *RE* ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—Canterbury Bakers and Pastrycooks' Union *v.* Williams.

(Judgment delivered, 18th May, 1903.)

In this matter the evidence is so confused and conflicting that we are unable to come to any satisfactory conclusion, and we therefore make no order.

THEO. COOPER, J., President.

(591.) CANTERBURY BAKERS AND PASTRYCOOKS *v.* PHILLIPS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—Canterbury Bakers and Pastrycooks' Union *v.* Phillips.

(Judgment delivered, 18th May, 1903.)

ON the 9th day of July, 1900, this Court, under the presidency of Mr. Justice Martin, in the case of the above-named union against Hanson, after fully hearing both parties, decided that upon an exactly similar state of facts Hanson had committed a breach of this award, and ordered him to pay a penalty of £1 10s. and costs. As this was a decision of this Court upon a similar state of facts upon the same clauses in the same award, the Court considers that it ought to follow that decision in the present case. The Court will not consider itself bound to follow this decision in any other case arising out of the preference clauses in any other award.

The defendant is ordered, as Hanson was in the former case, to pay to the union a penalty of £1 10s. and costs, the costs to be ascertained in the usual manner by the Clerk of Awards.

THEO. COOPER, J., President.

(592.) CANTERBURY TANNERS AND FELLMONGERS, INSPECTOR OF FACTORIES *v.* BOWRON BROS., WOOD AND CO., AND WEBSTER AND CO.—ENFORCEMENTS OF AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—The Inspector of Factories *v.* Bowron Bros., Wood and Co., and Webster and Co.

(Judgment of the Court, 20th May, 1903.)

Mr. Stringer for the applicant, Mr. Russell for Bowron Bros., and Wood and Co.; Mr. Dougall for Webster and Co.

THESE applications arise out of the award of the Court made in August, 1901, in a dispute between the Canterbury Tanners and Fellmongers' Union and a number of employers, among whom are the defendants in the present cases.

The award provides (after fixing special rates for certain workers) that all other workers in a tannery over the age of twenty-one years shall be paid a minimum wage of 10½d. per hour. Under clause 8 of the award certain rates were fixed for pelt-fleshers, and this clause states that all other workers not otherwise specified be paid according to their experience and ability at the work which they may be on. Except in reference to this class of work the Court prescribed that the conditions theretofore existing in fellmongeries should continue as they were.

A few weeks after the award came into force the question was raised whether certain men over the age of twenty-one years who were working at the establishments of the defendants were to be paid 10½d. per hour, or such lesser sum as the respective employers might in their discretion be prepared to pay. The union contended that these men came within the words "other workers in the tannery over the age of twenty-one years." The employers did not accept this contention. Eventually the matter was referred to the Court, and the Court decided that scudding, dolly, lime-pit, and tanyard hands, and all workers engaged in the tanning or dressing of pelts, were entitled to be paid 10½d. per hour, if the individual worker was employed in or about a tannery and was over the age of twenty-one years. From that time these hands have been paid at the rate of 10½d. per hour. The present applications are in respect to the arrears of pay at that rate prior to the date of the decision of the Court.

There are two questions arising for decision in the matter :
 (1) Were these men workers employed in or about a tannery ? and
 (2) Was the matter compromised by the payment of the 10½d. per hour from the time the Court gave its opinion on the question referred to it by the parties ? There is no ground whatever, in our opinion, for the suggestion that the application made to the Court for its opinion was on the understanding that any omission to pay the men what they were entitled to under clause 5 of the award prior to the receipt of the opinion of the Court was waived. The Court was simply asked the question whether these men were entitled to 10½d. per hour, and the answer was that they were if employed in or about a tannery and were over the age of twenty-one years. This disposes of this point. As regards the first question, the employers have admitted by the payment of the men subsequent to the opinion of the Court that the work which they do is work in or about a tannery, and this is not seriously contested by them now. The award is clear and express in its terms, and, as we stated in our former decision, the wording and meaning of the clause is not, in our opinion, open to any other construction than the one we have put upon it. The fact that these workers may do work in the course of their employment which may be in part done by some fellmongers who are not under the award cannot affect the question—namely, whether their employment is, in the cases before the Court, in or about a tannery. We think, therefore, that as

regards Bowron Bros. these workers, having been admittedly employed in or about the tannery, are clearly within the class for which 10½d. per hour is prescribed as the minimum wage.

Messrs. Wood and Co. contend that their factory is not a tannery, as they do not tan hides. They admit that they tan sheepskins, and in the returns required to be made under the Factories Act the nature of the work carried on in their factory is, in respect to each operation (including the work done by the class of men in question), described as "tanning." The award does not exempt from its operations Messrs. Wood and Co.'s factory, and the effect of the award is not limited to tanneries where hides only are tanned. Messrs. Wood and Co.'s workers are therefore within the class for which 10½d. per hour is prescribed.

Messrs. Webster and Co. contend that the men in respect of whom they are cited were engaged in a fellmongery belonging to Messrs. Hill and Son, and not in or about a tannery belonging to Webster and Co. Hill and Son are not parties to the award, but Webster and Co. are. The men are engaged by Webster and Co. and paid by them, but separate accounts appear to be kept. The buildings are on the same ground, and are separated by a wall, through which there are entrances from one department to the other. In March, 1902, this firm filed returns under the Factories Act, and in those returns the nature of the work carried on in this building was described as "tanning," and the owners of the factory were stated to be Webster and Co., and in the return the statement is declared to be true. We think that there is no sufficient ground for us to distinguish this case from that of Bowron Bros., and that these men are also within the same class. The question, strictly speaking, only applies in these applications to the men employed prior to September, 1902; and, as we have pointed out, in the return filed in March of that year the department in which these men were employed is declared by the defendants to be a part of their factory, and the nature of the work is declared by them to be a part of their tanning business, we are of opinion that each of the parties is liable to pay these men the rate of 10½d. per hour, and if they pay to the Inspector of Factories for the men who were employed by them prior to the 8th September, 1902, the differences between the moneys actually paid to the men and the sum of 10½d. per hour for the time worked by each man from the 1st October, 1901, we will adopt the suggestion of the Crown Prosecutor and inflict no penalty for the breach of the award.

THEO. COOPER, J., President.

**(593.) CANTERBURY TANNERS, FELLMONGERS, AND SKINNERS.
—JUDGMENT EXTENDING AWARD TO FELLMONGERS.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District. — In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment;

and in the matter of an award made by this Court in this industrial district in an industrial dispute between the Canterbury Tanners, Fellmongers, and Skinners' Industrial Union of Workers and Messrs. Bowron Bros., Walter Hill, Webster and Co., W. H. Clarke, W. Wood, T. York, Butcher and Sprange, J. Beaumont, W. R. Travis, Murgatroyd Bros., Thomas T. Robson, — Giffkins, William Nicholls, the Canterbury Frozen Meat Company, the Christchurch Meat Company, B. Bartram, — Butcher, T. McDonald, D. McCaskill, Thomas Rooney, and W. H. Alstead.

Thursday, the 21st day of May, 1903.

UPON hearing the application filed herein by the above-named union, and upon hearing the representatives of the said union and such of the above-named parties as were present or represented by their representatives duly appointed, and by consent of the said representatives of the said union and of such parties, the Court of Arbitration of New Zealand doth, in pursuance of the power reserved to it under clause 13 of the said award and of all other powers thereto it enabling, hereby order and award that youths and unskilled workers employed in fellmongeries shall be paid the following rates of wages: From the age of fifteen to sixteen years, 12s. 6d. per week; from sixteen to seventeen years, 15s. per week; from seventeen to eighteen years, 17s. 6d. per week; from eighteen to nineteen years, £1 per week; from nineteen to twenty years, £1 5s. per week; from twenty to twenty-one years, £1 10s. per year; over the age of twenty-one years, 10½d. per hour. Unskilled workers over the age of fifty-five years may be employed by any employer party to this award at paddocking wool or pulling pieces at a minimum wage of 7½d. per hour.

The above-mentioned rates and conditions shall come into operation on the 25th day of May, 1903, and shall continue in force so long as the above-mentioned award shall continue in force.

Nothing herein contained shall be deemed to operate in any subsequent dispute as an admission by the union, or by any of the employers parties to this award in any future dispute, that the said rates above set forth are to be continued in any subsequent award, nor to prevent the said union or any party to the said award from applying to the Court in any future dispute to fix the wages for the above classes of workers at a different rate and on a different scale to the rates and scale above set forth.

By the Court,

THEO. COOPER, J., President.

FILED IN JULY.

TARANAKI INDUSTRIAL DISTRICT.

(594.) TARANAKI LETTERPRESS, LITHOGRAPHERS, AND MACHINISTS.—DECISION OF COURT *RE* PAYMENT OF HOLIDAYS.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Taranaki Letterpress, Lithographers, and Machinists' award, and of an application for the opinion of the Court *re* payment of weekly hands and in respect of holidays.

17th April, 1903.

The following questions are put to the Court for its opinions :—

- (1.) Are holidays to be paid for or not under the award?
- (2.) Does the award in reference to jobbing-hands include artists, clerks, or other hands who are paid special rates of wages?

Answer : It was proved at the hearing of the dispute that the custom was to make no deduction for holidays from the wages paid to weekly jobbing-hands. The Court, in making its award, did not interfere with this custom, but based the weekly wages upon the custom previously existing. In this district and under this award the answer of the Court to the first question is that the wages prescribed for weekly jobbing-hands are weekly wages, and no deduction is to be made from such weekly wage in reference to the holidays prescribed for jobbing-hands in the award. The answer to the second question is that the wages fixed in the award, and the conditions of the award, apply only to the classes mentioned in the award, and do not apply to artists, clerks, or to other persons who are not within the classes specified in the award.

THEO. COOPER, J., President.

(595.) TARANAKI LETTERPRESS, LITHOGRAPHERS, AND MACHINISTS.—DECISION OF COURT *RE* REGULATION OF HOURS.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Taranaki Letterpress, Lithographers, and Machinists' award, and of an application for the opinion of the Court *in re* the union and E. G. Allsworth.

17th April, 1903.

STATEMENT of facts agreed upon by the parties :—

The night staff of the *Daily News* (morning newspaper) come on at 2 p.m. and work till 4 p.m. every afternoon, except Friday. They come on again at 9 p.m., working till 12 p.m. After ten minutes' interval for supper they resume, and work till 3.10 a.m. On Friday they come on at 1.30 p.m., "dis." till 3.30 and set till 5.30, returning at 7 p.m., if required, to get out the weekly edition. The total time is made up on a time-sheet by each man, and certified to by the foreman, all time over forty-eight hours per week being paid for as overtime. On some afternoons there is not enough "dis." to fill in the full two hours, and the foreman deducts this from the total for the week. These deductions vary from five minutes to two hours in the case of each man, and occasionally there are no deductions to make. Every effort is made to give each man full "dis." if only to save gas; but the requirements of the business sometimes renders this impossible. I (E. G. Allsworth) have always understood that the men prefer this system to filling up the two hours setting out of a wet case.

(Signed) E. G. ALLSWORTH.

I am satisfied with the above as facts.

(Signed) ALEX. BLACK,
President of Union.

DECISION OF COURT.

Clause 1 of the award provides that the hours of work for all workers other than typesetting-machine operators and workers employed on piecework shall, in the case of a morning daily newspaper, be forty-eight for the week, and shall be regulated by each employer according to the exigencies of his particular trade or business. We do not think that the regulation of hours as set forth in the statement submitted to us is unreasonable. It appears to have been adopted in consequence of the exigency of the particular business, and does not, in our opinion, exceed the limit of discretion given to the employer under clause 1 of the award.

As regards the calculation of the time, we think that the view we expressed at Napier (page 374, Vol. 3 of the Awards of the Court) is the reasonable course to take—namely, that the "stab." hands employed on night-work should not be brought back for distribution for a longer period than two hours or for a shorter period than half an hour within the hours set forth in the statement signed by Mr. Allsworth and Mr. Black. Subject to this condition, we see no reason to interfere with the manner in which Mr. Allsworth regulates the hours of these men.

(Signed) THEO. COOPER, J., President.

WELLINGTON INDUSTRIAL DISTRICT.

(596.) SHIPMASTERS' ASSOCIATION OF NEW ZEALAND v. REGISTRAR: APPEAL FROM REFUSAL TO REGISTER ASSOCIATION.—DECISION OF COURT.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and of an appeal from the refusal of the Registrar of Industrial Unions to register as an industrial union the Shipmasters' Association of New Zealand.

Mr. Gray and Mr. Skerrett for the appellant; Dr. Findlay for the Registrar; Mr. Herdman for the New Zealand Mercantile Marine Officers' Association.

JUDGMENT of the Court:—

30th May, 1903.

The Court is unanimously of opinion that the objection by the Registrar to the registration of the appellant union cannot be supported. The Registrar has refused to register the appellant union on the ground "that there already exists a registered union to which shipmasters might, in the words of section 11 of the principal Act, conveniently belong." That registered union is the New Zealand Mercantile Marine Officers' Association Industrial Union of Workers, and for which union Mr. Herdman appears. There are two reasons why the Registrar's refusal ought to be waived. The first arises upon the rules of the objecting union. The Registrar refuses registration to the appellant union on the ground that the shipmasters can "conveniently belong" to the objecting union. But the rules of the objecting union practically prevent shipmasters from taking anything but a merely nominal part in the affairs of the union. The committee of management of the registered union consists of fourteen members—namely, four executive officers and ten elected members (Rules 7 and 14). Under Rule 14A this Committee cannot include more than two officers employed as masters. So far, therefore, as regards the management of the registered union shipmasters are by the rules compelled to be in the minority of one to seven. Then, Rule 19 of the registered union's rules as amended by "the amended rules" accepted by the Registrar on the 20th September, 1901, prohibits business being transacted at any meeting of the union unless two-thirds of the members present shall be officers not employed as masters. It cannot in our opinion be said that where the rules of a union in effect exclude a particular body of men (as these rules do officers employed as shipmasters) from having any real voice in the business of the union such a union is one to which certificated officers employed as shipmasters can "conveniently belong." On this ground alone the appeal must be allowed.

But in my opinion the appeal should also be allowed on the ground that there is, within the meaning of subsection (2) of section 11 of

the Act, a "diversity of interest" between shipmasters and officers. No doubt in one sense masters, officers, and crew are engaged in an occupation with a common interest—namely, the navigation of the ship. But between each class there is a "diversity of interest." It cannot be suggested, because of the "common interest" all the members of the ship's company have in the navigation of the ship, officers and crew should all belong to the one union; and the same reasons which fully justify the crew in having a separate union, in my opinion, exist as between the master and the officers. I have no hesitation in saying that nothing ought to be done which would tend to weaken the authority a master of a ship has over his officers and his crew, an authority which is essential in the public interest; and if the Court were to hold that the only union which the masters could legally join under the Arbitration Act was one which is really controlled by the officers who in the discipline of the ship are subordinated to the authority of the master, the Court, in my opinion, would be laying down a principle which carried into effect would tend to weaken the legitimate authority possessed by a shipmaster, and which might produce misunderstandings and difficulties. In my opinion, it is advisable in the interest of all parties that the shipmasters should be allowed to register separately from their officers. Mr. Brown concurs with me on this ground also. Mr. Slater desires to express no opinion on this point, but agrees that the appeal must be allowed on the first ground. The Court therefore, in accordance with the provisions of the statute, reports to the Registrar that, after making full inquiries, in its opinion his refusal to register the appellant union should be waived.

THEO. COOPER, J., President.

(597.) SHIPMASTERS' ASSOCIATION OF NEW ZEALAND v. REGISTRAR.—DECISION OF COURT *RE* REGISTRATION AS AN INDUSTRIAL UNION OF WORKERS.

In the Arbitration Court, holden at Wellington.—Under "The Industrial Conciliation and Arbitration Act, 1900."—In the matter of an appeal by the Shipmasters' Association of New Zealand from the refusal by the Registrar of Industrial Unions to register the said association as an industrial union of workers.

CASE stated for the opinion of the Court under section 22 of "The Industrial Conciliation and Arbitration Amendment Act, 1901," on the following facts:—

1. The said association is an association of shipmasters only.

The question submitted is, Can I as Registrar legally register the said association as an association of workers.

Dated at Wellington, this 30th day of May, 1903.

EDW. TREGEAR, Registrar.

JUDGMENT OF THE COURT.

We are of opinion that the Registrar can legally register the Shipmasters' Association as an industrial union of workers. Dr. Findlay contends that a master of a ship is an "employer" within the meaning of the Act, and that therefore the union can only be registered as an industrial union of employers. Under "The Shipping and Seamen's Act, 1877," all the ship's company other than the master come under the general definition of "seamen," and there is, no doubt, a contractual relation between the master of a ship and his crew, and in that sense the master is an employer of his crew, but under the Industrial Conciliation and Arbitration Act masters of ships owned by or chartered by other persons are clearly within the definition of "workers" as set forth in section 2 of that Act. They are persons employed by an employer to do skilled work for hire or reward in an industry; they receive for such work a regular stipulated wage. The positions of the various parties stands thus: The owner or charterer of a ship is the "employer" of the master, officers, and crew of the ship; in a special sense according to shipping law a contractual relationship exists also between the master and his crew; but, so far as the Arbitration Act is concerned, the person, firm, company, or corporation owning or chartering a ship and by whom the master is employed is the "employer" of the master, officers, and crew of the ship within the meaning of that Act, and is the "employer" who must be cited in an industrial dispute under that Act. In the recent seamen's dispute the Union Steamship Company were the employers properly cited before the Court, and in our opinion it would have been contrary to the intent and meaning of the statute to have cited each master of each vessel owned by that company. The shipowner, where the ship is commissioned by him, is under that Act, in fact, the employer of all the ship's company; and the relation, therefore, which shipmasters bear to the shipowner being that of "workers" within the meaning of the Act the Registrar is, in our opinion, legally entitled to register the Shipmasters' Association as an industrial union of workers.

We therefore answer the question put to us by the Registrar in the affirmative.

Dated this 5th day of June, 1903.

(Signed) THEO. COOPER, J., President.

(598.) WANGANUI BRANCH AMALGAMATED CARPENTERS AND JOINERS: ORDER OF COURT *RE* PLACE FOR PAYMENT OF WAGES.—COUNTRY AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an award made by the Court in an industrial dispute between

the Wellington Amalgamated Society of Carpenters and Joiners Industrial Union of Workers (hereinafter called "the workers' union") and the persons, firms, and companies (hereinafter called "the employers") set out in the said award, which award was filed in the office of the Clerk of Awards at Wellington, and is dated the 17th day of January, 1903, and is described as "The Wellington Carpenters' (Country Employers) Award."

UPON reading the joint petition filed herein and executed by the Wanganui Builders and Contractors' Industrial Union of Employers and the Wanganui Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers, and at the request and by the consent of both of the said industrial unions, the Court of Arbitration of New Zealand doth order and declare that the second paragraph in clause 2 of the schedule to the said award shall as regards employers in the town and suburbs of Wanganui be henceforth read as follows: "All wages shall be paid either on the job or at the employer's place of business, but wherever paid they shall be paid to the workman not later than fifteen minutes after leaving off work."

Dated this 20th day of June, 1903.

By the Court. (Signed) THEO. COOPER, J., President.

MARLBOROUGH INDUSTRIAL DISTRICT.

(599.) MARLBOROUGH CARPENTERS, PAINTERS, PLUMBERS, AND BRICKLAYERS AND W. HODSON.—AGREEMENT.

Marlborough Industrial District.—The Marlborough Carpenters, Painters, Plumbers, and Bricklayers' Industrial Union of Workers.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," and amendments, this 2nd day of June, 1903, between the Marlborough Carpenters, Painters, Plumbers, and Bricklayers' Industrial Union of Workers (hereinafter called "the union") of the one part, and William Hodson, of Blenheim, master bricklayer (hereinafter called "the employer"), of the other part, whereby it is agreed as follows:—

Hours of Labour.

1. The week's work shall consist of forty-four hours—five days of eight hours each, and from 8 a.m. till noon on Saturdays.

Minimum Wages.

2. All journeymen bricklayers shall be paid not less than 1s. 6d. per hour for work done within the above-mentioned hours on any day other than the days set forth in the next clause.

Overtime and Holidays.

3. All time worked beyond the time mentioned in clause 1 shall be overtime, and shall be paid for at the rate of time and a quarter from 5 p.m. till 8 p.m., and time and a half afterwards. Time and a half shall be paid for work done after noon on Saturdays. Double time shall be paid for work done on Sundays and on the following recognised holidays : New Year's Day, Good Friday, Easter Monday, Labour Day, the King's Birthday, Christmas Day, and Boxing Day.

Apprentices and their Wages.

4. All lads and youths working at the trade shall be duly indentured as apprentices for the term of five years, but every lad or youth employed shall be allowed one month's probation prior to commencing to serve as an apprentice. If he is then taken on as an apprentice the said period of one month shall count as a part of his term of apprenticeship.

The following shall be the rates of wages to be paid to apprentices : For the first year of the term, 10s. per week ; for the second year, 15s. per week ; for the third year, £1 per week ; for the fourth year, £1 10s. per week ; for the fifth year, £1 15s. per week.

Wages to be paid weekly.

5. All wages shall be paid on the Saturday of every week.

Suburban Work.

6. Fares both ways shall be paid by employers for suburban work over one mile and a half and up to a radius of ten miles from the Chief Post-office, Blenheim. Unavoidable delay caused through travelling during working-hours shall be allowed and paid for by the employer.

Country Work.

7. "Country work" shall mean work beyond a radius of ten miles from the said Blenheim Post-office. For country work the employer shall pay the sum of 1s. per day besides the minimum wage from the time of leaving until the return home, Sundays excepted, and shall provide sleeping accommodation, and pay fares and time travelling once each way. If sleeping accommodation shall not be provided by the employer, such employer shall pay the sum of 10s. per week extra to the minimum wage, and fares and time travelling once each way.

Preference.

8. If and so long as the rules of the union permit any person now employed as a journeyman in this industrial district, and any person who may hereafter reside in this industrial district, and who is of good character and a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s.,

and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of such person stating his desire to join the union, without ballot or other election, then and in such case the employer shall employ members of the union equally qualified with non-members to perform the particular work and ready and willing to undertake it.

Incompetent Workmen.

9. Any journeyman who considers himself incapable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing between the employer and the president or secretary of the union, and in default of such agreement within twenty-four hours after such journeyman has applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon, then such wage shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district upon the application of the journeyman after twenty-four hours' notice in writing to the secretary of the union, who shall, if he shall so desire, be heard upon such application. Any journeyman whose wage shall have been so fixed may work for the employer at such lesser wage for six months thereafter, and after the expiration of such six months until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wages to be again fixed as aforesaid.

Limitation of Agreement.

This agreement shall be limited to employers within a radius of thirty miles from the Blenheim Post-office.

Term of Agreement.

This agreement shall come into operation on the 10th day of June, 1903, and shall continue in force until the 10th day of June, 1905.

As witness whereof the said parties hereto have hereunto subscribed their names.

Dated this 2nd day of June, 1903.

Signed by the Marlborough Carpenters, Painters, Plumbers, and Bricklayers' Industrial Union of Workers by affixing the common seal of the said union, by the authority of the said union, and executed by the president and secretary thereof by the authority aforesaid. Seal affixed in our presence—

ANDREW JAMES CURRY, President.

REUBEN HODSON, Secretary.

WILLIAM HODSON.

Signed by the said William Hodson in the presence of—Allan Orr, Secretary, Industrial Union, Wellington.

WESTLAND INDUSTRIAL DISTRICT.

**(600.) GREY VALLEY INDUSTRIAL UNION OF WORKERS AND
TYNESIDE COLLIERY COMPANY (LIMITED).—AGREEMENT.**

This agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 4th day of May, 1903, between the Tyneside Colliery Company (Limited) Industrial Union of Employers and the Grey Valley Industrial Union of Workers.

The said parties to this agreement agree as follows in regard to work and labour at the Tyneside Collieries :—

1. All coal to be paid for gross at prices as follows : (a) Solid coal fast places, per ton, 2s. 4d. ; (b) lifting bottoms, per ton, 2s. 2d. ; (c) 10½ cwt. be paid for each truck, and must be filled not less than water-level on arrival at pit bank.

2. Wet places: Miners working wet places shall be paid not less than 11s. per shift of six hours, and get an equal share of trucks during that period.

3. Shift wages: Getting coal, per shift, 11s., workmen having power to claim tonnage rates by notifying the management to that effect three days before the commencement of any pay-period.

4. Permanent, per shift, 10s. 6d.

5. Casual, per shift, 11s., meaning when miners may be taken from their working-places and required to work elsewhere. Two days double and three shifts single be paid casual ; over that period be paid permanent.

6. Carpenters, per shift, 10s. 6d.

7. Engine-drivers, per shift, 10s.

8. Trucking: Miners truck their coal up to a distance of 50 yards ; from 50 to 75 yards, extra per ton, 2d. ; and 3d. per ton for each or portion of each 25 yards after 75.

9. Truckers: To be paid by contract or at per shift ; from 6s. to 10s. per day when contracting. Every trucker to be a partner to such contract, and receive their share of contract price *pro rata* according to their position.

10. Braceman, per shift, 10s.

11. Falling stone: If from this cause a workman is unable to make wages he be paid 11s. per shift.

12. Breaking away bords: Where required bords shall be broken away narrow, and 6s. per yard shall be paid so long as it is considered necessary to keep the said bord narrow.

13. Yardage: Inclines, levels, and slits, per yard, 6s.

14. Cavilling: All coal places to be cavilled for every twelve weeks ; first cavilled out to be first cavilled in. Two scrutineers may be appointed by the miners to be in attendance while the cavil is being drawn. The manager can keep special places out of the general cavil, and make a special cavil of such special places before the general cavil takes place, so that the miners cavilling for special places and not getting them can then go into the general cavil.

15. Timbering : Sets up to 6 ft. high, 2s. 6d. ; from 6 ft. to 8 ft. high, 3s. 6d. ; inclines, levels, and slits, 3s. 6d. ; all sets over 8 ft. high or more than 8 in. through (measured in centre) to be special sets, and the price of such sets be arranged between the manager and workman. If those do not agree, the question be referred to the manager and committee or secretary of the union with a view to the settlement. When close laths are required on top ls. extra shall be paid. Laths to be provided by the company.

16. Bottoms : Company to lift all bottoms.

17. Dips : Special places when considered necessary.

18. Miners to keep all timber 12 ft. behind the end of rails, and all over that distance back be kept by the company or paid for by shifts rates.

19. Holidays : Every Saturday afternoon, 17th and 18th March, Good Friday, Easter Monday, Queen's Birthday, King's Birthday, Labour Day, three days each Christmas and New Year week.

20. Preference of employment given to unionists, provided union secretary supplies the manager with list of unionists.

21. Any dispute arising during the period this agreement remains in force, and which is not herein provided for, shall be referred to the company's manager and union committee or secretary with a view of settlement.

The provisions of this agreement to continue in force for a period of six months, commencing on the 4th day of May, 1903, and terminating on the 4th day of November, 1903.

In witness whereof the parties thereto have hereunto set their hands, this 4th day of May, 1903, at Brunnerton, in the Colony of New Zealand.

For the Tyneside Colliery Company (Limited) Industrial Union of Employers—

ROBERT RUSSELL, Managing Director.

Witness—James Armstrong, Mine-manager, Brunnerton.

For the Grey Valley Industrial Union of Workers—

GEORGE NEWTON, President.

FREDERICK NYBERG, Secretary.

Witness—Anthony Magee, Miner, Brunnerton.

(601.) INANGAHUA MINERS v. PROGRESS MINES OF NEW ZEALAND.—DECISION RE CYANIDE WORKERS.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of an application for the enforcement of an industrial agreement made between the Inangahua Miners' Industrial Union of Workers and the Progress Mines of New Zealand (Limited).

JUDGMENT of the Court :—

8th June, 1903.

The parties have agreed to ask the Court to treat this matter as an application to the Court for its opinion, and not as an applica-

tion for enforcement of the agreement, and it has been agreed that the application for enforcement shall be withdrawn, the Court giving its opinion upon the question raised for the future guidance of the parties.

The question at issue depends upon the construction of the agreement, and arises upon item 24 of clause 1. Clause 1 contains the following introductory words: "The following shall be the minimum rates of wages which shall be paid by the companies respectively to the persons employed by such companies respectively in the capacities undermentioned, that is to say," and then follow thirty-four different classes of workers. Item 24 is "Men working at cyanide, 9s. per shift." There are a number of men employed in the cyanide department of the company's works in the less-skilled part of the operations. They work under the direction of the man in charge of the department. They do not mix the solutions, but this is done by the man in charge, who is a skilled man and receives much more than the minimum wage. These men, however, run on the solutions, attend to the tanks under the direction or upon the instruction of the man in charge, pump them up to the tanks, sample and discharge the tanks, and sluice them out. Apparently they are not brought into physical contact with the cyanide solutions in the general conduct of their work. This work is also done by youths under the age of twenty-one employed under the provisions of clause 3 of the agreement. The company, through Mr. Free, their representative, contend that these men are not "men working at cyanide" within the meaning of item 24, and that they are either "ordinary surface labourers" within the meaning of item 34 ("ordinary surface labour other than pick and shovel, 8s. per shift") or that they are a class not provided for under the agreement. Mr. Betts, for the union, contends that they are "men working at cyanide" under item 24. We do not see how these men can be classed as ordinary surface labourers. That class clearly does not include the men engaged in the cyanide department; and this has been practically, and we think properly, admitted by Mr. Free. We are of opinion that they are "men working at cyanide," and are under the agreement entitled to the 9s. a shift. Clause 3 of the agreement provides that youths under the age of twenty-one years may be employed as blacksmiths' strikers, truckers, battery-feeders, tipping the aerial, working vanners, working at slimes-tables, and working at cyanide upon certain rates of wages, with an annual increase of "not less than 1s. per day until such youth reaches the minimum wage of the branch of employment in which he is employed." Clauses 3 and 1 must obviously be read together. Items 9, 12, 13, 18, 20, 21, and 24 fix the minimum wages for adults employed working as "blacksmiths' strikers," "truckers," "battery-feeders," "tipping the aerial," "working vanners," "working at slimes-tables," and "working at cyanide." When, therefore, a youth reaches the maximum under clause 3 he automatically comes under clause 1. The one clause is a complement of the other.

Now, much of the work in the cyanide department of the character in question is done under the provisions of clause 3, and is, as regards that clause, treated as "working at cyanide." But the company's contention is that a youth employed under clause 3 as a "worker at cyanide" ceases to become so, although the character of his work has not changed, when he automatically passes out of clause 3. In other words, he, although a "worker at cyanide" within the meaning of clause 3, becomes, when he reaches the minimum wage or attains the age of twenty-one years, an "ordinary surface labourer" although he still continues the same class of work as before; or, at any rate, if not an ordinary surface labourer, that he passes into a class not provided for. We cannot accept that view. The plain meaning of the agreement is that just as a youth employed as a "blacksmith's striker," or as a "trucker," or "battery-feeder," or at "tipping the aerial," or at "working vanners," or "working at slimes-tables," passes, as he reaches the proper stage, into the respective classes described in exactly the same terms in clause 1, so a youth "working at cyanide" passes, when he reaches the proper stage, into the class 24 in clause 1 and becomes a "man working at cyanide." The nature of the work is the same whether the worker be a man or a youth. We are therefore of opinion that men working in the cyanide department and doing the work we have shortly described are "men working at cyanide" within the meaning of the agreement.

It may possibly be found advisable for the parties, when the time comes to make a fresh agreement, to provide for an intermediate class between the skilled cyanide workers and what may be properly called unskilled labour; but as the agreement now stands the class of men coming under item 24, in our opinion, embraces all those employed in the cyanide works and carrying out the duties we have mentioned above.

We commend both the union and the company for the friendly way in which they have agreed to submit the matter for the decision of the Court; and, as agreed by both parties, we, on the application of the union, allow the applications for enforcement to be withdrawn.

THEO. COOPER, J., President.

CANTERBURY INDUSTRIAL DISTRICT.

ENFORCEMENT OF AWARDS.

(602.) 7th May, 1903.—Canterbury Bakers' Union *v.* F. Schumacher, for employing non-unionist (named Winder). Fined £2 and costs (payable to union).

(603.) 7th May, 1903.—Canterbury Bakers' Union *v.* F. Schumacher, for employing non-unionist (named Whiteside). Dismissed.

(604.) 7th May, 1903.—Canterbury Bakers' Union *v.* Shepherd, for employing non-unionist. Fined 10s. and costs (to be paid to union).

(605.) 7th May, 1903.—Canterbury Bakers' Union *v.* G. Kissell, for employing non-unionist. Dismissed.

(606.) 7th May, 1903.—Canterbury Bakers' Union *v.* James T. Norton, for employing non-unionist (named Ward). Charge satisfied by Ward joining union.

(607.) 7th May, 1903.—Canterbury Bakers' Union *v.* Charles Pugh, for commencing work too early. Nothing done, defendant having left the district.

(608.) 11th May, 1903.—General Labourers' Union *v.* C. H. Cox, for failing to give preference to union men. Fined £1 and £1 1s. fee, and costs to union.

(609.) 11th May, 1903.—Operative Bootmakers *v.* Maine Bros., for failing to give preference to union men. Fined £1, and £2 2s. costs.

(610.) 11th October, 1902, and 9th April, 1903.—Christchurch Saddlers' Union *v.* McNaught, for failing to pay minimum wage and the overtime rate to two men. Fined £5 (to be paid to union), with costs of union and Inspector.

(611.) 8th May, 1903, and 11th May, 1903.—Christchurch Operative Butchers' Union *v.* Christchurch Meat Company, in respect to holidays and hours worked. Fined £3 and costs.

(612.) 8th May, 1903, and 11th May, 1903.—Christchurch Operative Butchers' Union *v.* James Knight, in respect to holidays and hours worked. Fined £2 and costs.

(613.) 8th May, 1903, and 11th May, 1903.—Christchurch Operative Butchers' Union *v.* H. B. Lane and Son, in respect to holidays and hours worked. Fined £2 and costs.

(614.) 8th May, 1903, and 11th May, 1903.—Christchurch Operative Butchers' Union *v.* Langdon and Steel, in respect to holidays. Fined £2 and costs.

(615.) 8th May, 1903, and 11th May, 1903.—Christchurch Operative Butchers' Union *v.* James Forrester, in respect to holidays. Fined £1 and costs.

£7 7s. counsel fee allowed in above five cases.

(616.) 8th May, 1903, and 11th May, 1903.—Christchurch Operative Butchers' Union *v.* Charles Mann, in respect to holidays. Fined £1 and costs.

(617.) 8th May, 1903, and 11th May, 1903.—Christchurch Operative Butchers' Union *v.* Tutton and Grimmer, in respect to holidays. Fined £1 and costs.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(618.) OTAGO COAL-MINERS AND NEW ZEALAND COAL AND OIL COMPANY (LIMITED).—AGREEMENT.

THIS agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," and the amendments thereof, this 4th day of May, 1903, between the New Zealand Coal and Oil Company (Limited) and the Otago Coal-miners' Industrial Union of Workers, witnesseth as follows :—

1. All places to be balloted for every three months. (a.) Headings, levels, dips, pillars, and robbing work to be balloted for specially. (b.) Not less than 75 per cent. of miners to ballot for special places. (c.) Workmen with less than two years' experience in mines to be exempt from special ballot. (d.) The names of those thrown out of special ballot to be put into general ballot. (e.) In cases of blanks in general ballot, those drawing them to ballot for the first place or places to start, or which may be vacant. (f.) One man to ballot for his place out of two or more places in the same manner as two or more men would ballot for one place. (g.) Any workman or workmen finishing his or their place shall at once enter his or their names in a book, herein called the "ballot-book," which shall be kept in the company's office for that purpose.

Piecework.

The words "three boxes" where used herein mean three boxes of the size now used in the mine, filled with coal up to the level of the sides of each box, and in the centre to a height of 6 in. above the level of the box.

2. Headings shall be paid for at the rate of 2s. 6d. for every three boxes, and 7s. per yard when worked by one shift; and 2s. 6d. for every three boxes, and 8s. per yard when worked by two shifts; and 2s. 6d. for every three boxes, and 9s. per yard when worked by three shifts.

3. Levels not less than 6 ft. wide shall be paid for at the rate of 2s. 6d. for every three boxes, and 5s. per yard when worked by one shift; and 2s. 6d. for every three boxes, and 6s. per yard when worked by two shifts; and 2s. 6d. for every three boxes, and 7s. per yard when worked by three shifts.

4. Bords 14 ft. wide to be paid for at the rate of 2s. 6d. for every three boxes.

5. Breaking away bords: Bords to be paid for at the rate of 2s. 6d. for every three boxes, with level-yardage rates to such time as a width of 14 ft. is obtained.

6. Stentons not less than 12 ft. wide shall be paid for at the rate of 2s. 6d. for every three boxes, and 6s. per yard for 24 ft. in length; above 24 ft. in length heading rates to be paid for any distance driven over and above 24 ft. if no rails are laid.

7. Pillars shall be paid for at the rate of 2s. 6d. for every three boxes, but in the event of a strip being less than 6 ft. wide shift wages to be paid.

8. Head coal shall be paid for at the rate of 2s. 6d. for every three boxes when there is not less than 4 ft. carry. When there is less than a 4 ft. carry shift wages shall be paid, or a rate for every three boxes shall be agreed upon.

9. Crosscut headings to be paid heading rates.

10. The company to truck the coal from the face. The miner to take the empty box from the tip to the face. The distance of the tip from the face not to exceed 60 ft. Company to make tips.

11. Boxes to be fairly distributed throughout the mine.
12. Shift wages shall be 10s. per shift.
13. Deficient places shall be paid shift wages, and shall mean all places driven through faults, or in faulty coal, or in soft coal, and extremely hard places; but, in the event of the deficiency taking the form of soft coal, the miner may, with the consent of the management, fill the said soft coal with the shovel at the rate of 2s. for every three boxes. This clause shall not apply to stone-work.
14. Men working at fires or wet places shall be paid shift wages for six-hour shifts. Wet places shall mean places where the workman or workmen is or are standing over the boot-tips in water, or water dripping on top of them to an inconvenient extent.
15. Shift wages shall be paid when brushing headings.
16. No coal to be worked on shift wages where piece rates are fixed.
17. No more than two workmen to be employed in one place on the same shift, unless special arrangements have been made with regard to price between the mine-manager and committee of the union.
18. All timbering sets to be done by the company, or when sets are put in places by piece-workers shall be paid the following rate—viz., 2s. 6d. per set. Sets not to exceed 8 ft. in length.
19. The company shall cut all timber to the lengths required by the miners, and place it in working-places.
20. Truckers working underground to be paid as follows (the work "trucker" to include truckers, horse-drivers, and rope-attendants): Fourteen years of age, 3s. 6d.; fifteen years of age, 4s. 6d.; sixteen years of age, 5s. per shift, and to receive an advance of 1s. per day per year to such time as they reach the age of nineteen, when 8s. per day shall be paid. Those now receiving 9s. per shift shall not be reduced, but a special wage less than wage above mentioned may be fixed for any trucker, lad, or youth between the mine-manager and the committee of the union.
21. In the event of a vacancy or vacancies occurring in the coal, truckers over the age of eighteen years, and who have been trucking for a period of two years or more, may, with the consent of the manager, ballot for said vacancy or vacancies, provided always that in the event of a trucker so balloting the manager shall have the right to call upon him to act in the capacity of trucker at maximum trucker's wages for the term of one year—that is to say, in the event of there being a scarcity of truckers. Said clause not to apply when a trucker has been coal-getting for a period of two years or more.
22. Hours to be eight and a half hours bank-to-bank, inclusive of half an hour for meal-time. Half an hour to be allowed each way for workmen travelling to and from working-faces.
23. During periods of slackness the manager shall not employ any additional men to such time as the mine is working five days per week, except in the event of men leaving, when he may fill his or their places. This clause not to apply to truckers.

24. When the manager knows the next shift will be idle, the horn to be blown as follows : Kaitangata Mine, day shift at 8 p.m., afternoon shift at 1 p.m. ; Castle Hill Mine at 8.30 p.m.

25. When the mine is worked on two shifts, the back shift to be idle every Saturday. When worked on one shift, Saturday after pay-day to be a full holiday.

26. Tools to be sharpened free of cost to workmen.

27. Any miner taken from the face to any work, either inside or outside the mine, to be paid 10s. per shift. Shift-men working between the hours of 11 p.m. and 7 a.m. to be paid 6d. per shift extra.

28. Engine-drivers shall be paid at the rate of 9s. per shift, and when required to attend to boilers in addition to attending to engine, on days when mine is hauling coal, they shall receive assistance to tip coal and remove ashes.

29. Firemen shall be paid 8s. per shift, and shall receive time and a half when required to work on Sundays. Firemen to receive assistance to tip coal for firing purposes, and firemen not to be knocked off when the mine is idle, but if not required to attend to the boilers may perform other work on the surface.

30. All persons employed on shift to be paid for overtime as follows : Not less than time and a quarter for work done through the week, and time and a half for Sundays and holidays.

31. No overtime to be worked on piece rates.

32. Preference of employment to be given to members of the union.

33. Dips to be worked on shift wages, unless otherwise agreed upon.

Holidays.

34. The following days to be observed as holidays : Christmas Day, Boxing Day, 1st and 2nd January, the King's Birthday, Labour Day, annual picnic-day, Good Friday, and Easter Monday. Should any of the above days fall on a Sunday the day following to be observed as a holiday.

35. Duplicate pay-tickets to be supplied by the company, the workman to retain one when receiving his pay.

36. Any matter not provided for herein may be settled by arrangement between the mine-manager and the committee of the union.

37. This agreement shall take effect from the 4th May, 1903, and shall continue in force until the 4th May, 1904.

Signed for and on behalf of the New Zealand Coal and Oil Company (Limited)—

R. S. JORDAN, Colliery-manager.

Signed for and on behalf of the Otago Coal-miners' Industrial Union of Workers,—

DONALD McINNES, President.

Witness —J. Hollows, Secretary.

(619.) OTAGO COAL-MINERS v. TARATU-KAITANGATA RAILWAY AND COAL COMPANY.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," and amendments thereof, this 29th day of May, 1903, between the Taratu-Kaitangata Railway and Coal Company (Limited) and the Otago Coal-miners' Industrial Union of Workers.

Balloting.

1. All places to be balloted for every three months. (a.) In the case of blanks being drawn, those drawing them to ballot for the first place or places to start, or which may be vacant. (b.) One man to ballot for his place out of two or more places in the same manner as two or more men would ballot for one place. (c.) The first man out of a place to start in the first place vacant, or to be broken off.

Piece Rates.

2. Bords, headings, levels, stentons, crosscuts, and pillars coal to be paid at the rate of 2s. 6d. per ton, filled with harp. Dross shall be paid for at the rate of 1s. per ton.

(a.) Bords to be 14 ft. wide. (b.) Miners breaking away bords narrow to be paid level-yardage rates to such time as a width of 14 ft. is obtained. (c.) Headings not less than 10 ft. wide to be paid 6s. per yard, single shift, in addition to tonnage rate. (d.) Levels not less than 7 ft. wide to be paid 5s. per yard, single shift, in addition to tonnage rates. (e.) Stentons not less than 10 ft. wide to be paid 4s. per yard, single shift, in addition to tonnage rate. (f.) Crosscuts to be paid 6s. per yard, single shift, in addition to tonnage rate.

3. Three and a half boxes of the size now used in the mine filled with coal to 3 in. above the level of the sides of the box to constitute a ton.

4. Dips to be worked on shift wages.

5. The company shall do all trucking.

6. Boxes to be fairly distributed throughout the mine.

7. Shift wages shall be 10s. per shift.

8. Deficient places shall be paid shift wages, and shall mean all places where an average miner is unable to earn 10s. per shift.

9. Men working in wet places shall be paid shift wages for six-hour shifts. If any dispute arises over wet places, the matter to be arranged between mine-manager and two representatives of miners.

10. Shift-men working between the hours of 11 p.m. and 7 a.m. shall be paid 6d. per shift extra.

11. No coal to be worked on shift wages where piece rates are fixed.

12. No more than two workmen shall be employed in one place on the same shift, unless special arrangements have been made with

regard to price between the mine-manager and committee of the union.

13. All timbering sets to be done by the company. Miners to set props to 12 ft. from working-face.

14. Truckers shall be paid the following rates: From fourteen to fifteen years of age, 4s. per shift; from fifteen to sixteen years of age, 5s. per shift; from sixteen to seventeen years of age, 6s. per shift; from seventeen to eighteen years of age, 7s. per shift; from eighteen to nineteen years of age, 8s. per shift. Over nineteen years a wage to be paid as may be agreed upon between the mine-manager and the committee of the union. For youths of seventeen years of age, and who have had no previous experience in mines, a special wage may be paid as may be agreed upon between the mine-manager and committee of the union.

15. In the event of a vacancy or vacancies occurring in the coal, truckers over the age of eighteen years, and who have been trucking for a period of two years or more, may, with the consent of the manager, ballot for said vacancy or vacancies, provided always that in the event of a trucker so balloting the manager shall have the right to call upon him to act in the capacity of trucker at maximum truckers' wages for the term of one year—that is to say, in the event of there being a scarcity of truckers. Said clause not to apply when a trucker has previously been coal-getting for a period of two years or more.

16. Eight hours from bank-to-bank to constitute a shift.

17. During periods of slackness the manager shall not employ any additional men to such time as the mine is working five days per week, except in the event of men leaving, when he may fill his or their places. This clause not to apply to truckers.

18. Tools to be sharpened and repaired free of cost to workmen.

19. Any miner taken from the face to do any work, either inside or outside the mine, to be paid 10s. per shift.

20. All persons employed on shift to be paid overtime as follows: Not less than time and a quarter for work done through the week, and time and a half on Sundays and holidays.

21. No overtime to be worked by men on piece rates.

Holidays.

22. Christmas Day, Boxing Day, 1st and 2nd January, the King's Birthday, Labour Day, annual picnic-day, Good Friday, and Easter Monday; every pay Saturday during the summer months, and half-holiday during the winter-months. Should any of the above days fall on a Sunday the day following to be observed as a holiday.

23. Pay-day to be every alternate Saturday. The company to supply duplicate pay-tickets, one to be issued two days before pay-day, the other when workmen receive their pay.

24. Unionists to have the preference of employment.

25. Anything not provided for herein may be arranged between the mine-manager and the committee of the union.

26. This agreement shall take effect from the 27th May, 1903, and shall continue in force until the 27th May, 1904.

Signed for and on behalf of the Taratu-Kaitangata Railway and Coal Company (Limited)—

G. B. WATSON, Managing Director.

Witness—Joseph Hollows.

Signed for and on behalf of the Otago Coal-miners' Industrial Union of Workers—

DONALD McINNES.

Witness—Hugh Miller.

(620.) OTAGO IRON-WORKERS AND OTAGO IRON-ROLLING MILLS COMPANY.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 22nd day of June, 1903, between the Otago Iron-rolling Mills Company (Limited), Burnside (hereinafter called "the employers"), of the one part, and the Otago Iron-workers' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed by and between the said employers and the said union as follows:—

Furnacemen.

1. Furnacemen shall work eight hours per shift, and the minimum wage shall be 10s. per shift. When they work on Saturdays they shall be paid 1s. 3d. per hour.

Furnace Underhands.

2. Furnace underhands shall work eight hours per shift, and the minimum wage shall be 7s. per shift. They shall be paid 10½d. per hour for Saturday work.

Forge Rolls.

3. Forge-roller shall receive 1s. per ton minimum price. The catcher (forge rolls) shall receive 8d. per ton minimum price. The hooker-up and the dragger-away (forge rolls) shall receive 7d. per ton.

Finished-iron Rollers.

4. The minimum price paid to finished-iron rollers shall be: Head-roller, 1s. 6d. per ton; bolter-up, 1s. 3d. per ton; bolter-down, 1s. 3d. per ton.

Shearman Finished-iron Cutter-down.

5. He shall work eight hours per shift, and the minimum wage shall be 7s. 6d. per shift.

Catcher at Shears.

6. He shall work eight hours per shift, and the minimum wage shall be 7s. per shift.

Scrap-iron Cutters (Shears).

7. They shall work eight hours per shift, and the minimum wage shall be 7s. per shift.

Labourers.

8. Labourers shall work eight hours per shift, and the minimum wage shall be 7s. per shift.

Engine and Hammer Drivers.

9. Engine and hammer drivers shall work eight hours per shift, and the minimum wage shall be 7s. 6d. per shift.

Firemen at Boilers.

10. Firemen shall work eight hours per shift, and the minimum wage shall be 7s. per shift. They shall decide between themselves whether they change shifts in rotation each week or remain on one shift.

Overtime.

All overtime shall be paid at the rate of 1s. per hour minimum price to all men working on shift wages, except furnacemen and furnace underhands. Each day shall stand alone for the purpose of reckoning overtime. Any time worked over four hours on a Saturday shall count as overtime, except engine-drivers and firemen. When engine-drivers or firemen have to work over their ordinary shift for the purpose of filling up boilers, it shall count as ordinary time. All work done on Sunday shall count as overtime.

General Clauses.

If the employers shall sublet any part of their work or plant, the person or persons to whom they shall have sublet the same shall in all respects abide by and perform all the terms and conditions of this agreement. If such person or persons shall fail to do so, then both the person to whom the works or plant are sublet and the persons subletting the same shall be liable as for a breach of this agreement.

Matters not provided for.

Anything not provided for herein, or any dispute arising to be settled by our employers and the executive of the union, or in case they cannot come to an agreement, the matter to be referred to the Chairman of the Conciliation Board for the industrial district, and his decision to be final.

Changing Shifts.

The employers shall have the right to select the men for the different shifts, except firemen at boilers.

Terms of Agreement.

This agreement shall take effect from the 24th day of June, 1903, and shall continue in force until the 15th day of September, 1903.

This agreement shall be binding upon the parties hereto for a period commencing on Wednesday, the 24th day of June, 1903, and continue in force until the 15th day of September, 1903.

Signed on behalf of the union—

WALLACE MILLER.

JOHN McLEAN.

On behalf of company—

HERBERT STOTT.

(621.) DUNEDIN BAKERS AND PASTRYCOOKS.—AWARD.

In the Supreme Court of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Dunedin Bakers and Pastrycooks' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): Alexander Kirkpatrick, baker, Waitati; George Charlton, baker, Seacliff; William Williams, baker, Waikouaiti; Croaker and Jamison, bakers, Waikouaiti; William Pearce, baker, Palmerston; John Cunningham, baker, Palmerston; D. Booth, baker, Hampden; H. Kennett, baker, Hampden; C. Beckensale, baker, Otopopo; Mrs. Newlands, baker, Maheno; Clark Bros., bakers, Maheno; William Bee, baker, Oamaru; A. Headlands, baker, Oamaru; Adam Mackay, baker, Oamaru; — Ross, baker, Oamaru; A. Clark, co-operative, Oamaru; J. H. Irvine, baker, Oamaru; J. H. France, baker, Oamaru; A. Meldrum, baker, Oamaru; Barclay Bros., bakers, Kurow; John Orr and Co., bakers, Kurow; Milligan and Bond, bakers, Ngapara; — McGillivray, baker, Duntroon; M'Lean Bros., bakers, Green Island; William Turnbull, baker, Mosgiel Junction; Malcolm Hendy, baker, Mosgiel; Archibald Andrews, baker, Outram; Mrs. T. Crossan, baker, Berwick; J. Methven, baker, Henley; John Fraser, baker, Upper Waipori; Mrs. McFarlane, baker, Milton; Miss Wyber, baker, Milton; Henry McWilliams, baker, Milton; — Farquhar, baker, Stirling; John Christie, baker, Kaitangata; Henry Kirby, baker, Kaitangata; Andrew Munro, baker, Balclutha; Archibald Hutton, baker, Balclutha; Charles Wood, baker, Balclutha; Charles Redpath, baker, Clinton; — Hammer, baker, Clinton; — Jones, baker, Waipahi; Gregor Grant, baker, Tapanui; Thomas G. Quail, baker, Tapanui; W. A. Pageller, baker, Kelso; Christian Laing, baker, Pukerau; — Paterson, baker, Gore; Thomas Lock, baker, Gore; McDougal and Black, bakers, Gore; Mrs. Campbell, baker, Gore; W. J. Irwin, baker, Mataura;

M'Gibbon and Sons, bakers, Mataura; Edgar Pope, baker, Edendale; A. Pow, baker, Edendale; Robert Young, baker, Wyndham; Mrs. J. W. Illingworth, baker, Wyndham; H. Ive, baker, Wyndham; Taylor and Co., bakers, Woodlands; F. Shirley, baker, Waikaka; Donald Manson, baker, Riversdale; E. Roberts, baker, Waikaka; Thomas Thomson, baker, Waikaka; Granger Clark, baker, Balfour; James Aitken, baker, Lumsden; Francis St. Omer, baker, Queenstown; William Jenkins and Co., bakers, Arrowtown; — M'Skimmings and Romans, bakers, Arrowtown; Robert M'Dougal, baker, Pembroke; L. Scott and Son, bakers, Cromwell; Alexander Kilgour, baker, Alexandra; Mrs. Bell, baker, Dunstan; Robert Flannerty, baker, Roxburgh; William Mercer, baker, Roxburgh; Robert Telford Kenneston, baker, Roxburgh; William Greanny, baker, Roxburgh; Gourley and Co., bakers, Beaumont; William Swanick, baker, Lawrence; R. M'Donald, baker, Lawrence; William Auld, baker, Waitahuna; Francas Oudaile, baker, Waitahuna; — Jones, baker, Naseby; — Dawson, baker, Naseby; Mrs. R. Shepherd, baker, Matakaniui; Evans and Healey, bakers, Rough Ridge, Otago Central; William Williams, baker, Middlesmarch; — M'Atamany, baker, Waipiata; Robert M'Skimmings, baker, Patearoa; William Campbell, baker, Dipton; Moore and Son, bakers, Winton; Robert Foster, baker, Thornbury Junction; John B. Purdue, baker, Nightcaps; Robert Jamison, baker, Winton; Mrs. H. W. Arthur, baker, Riverton; Mrs. M. Clark, baker, Riverton; J. Maxwell, baker, Orepuki; — Delaney, baker, Colac Bay; M. J. Nichol, baker, Colac Bay; T. Anderson, baker, Bluff; Peter Georgeson, baker, Bluff; William Lock, baker, Tay Street, Invercargill; Duncan McFarlane, baker, Esk Street, Invercargill; George Smythe, baker, Tay Street, Invercargill; John Thomson, baker, East Road, Invercargill; James Aitken, baker, Avenal, Invercargill; A. Anderson, baker, Avenal, Invercargill; William Pope, baker, North Invercargill; Robb Bros., bakers, North Invercargill; James Donnelly, baker, East Invercargill; the Master Bakers' Association of Dunedin (registered), B. T. Wringer, secretary, 95, Princes Street, Dunedin; Thomas Thomson, baker, Ravensbourne; William H. Morris, baker, Dee Street, Invercargill; John Stewart, baker, Connon Street, Invercargill; John O. Hewton, baker, Princes Street, Dunedin; John Peterson, baker, Walker Street, Dunedin; D. Main, baker, Middlesmarch; J. McMullen, baker, Green Island.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties

respectively, doth hereby order and award : That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award ; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of July, 1903, and shall continue in force until the 4th day of July, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 22nd day of June, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The hours of work shall be fifty-one per week.
2. The hour of starting work shall (subject to the provisions hereinafter set forth) be not earlier than 4 o'clock a.m., except on Wednesdays and Saturdays and the day immediately preceding a public holiday, when it may be one hour earlier — namely, 3 o'clock a.m. In the event of a double holiday work may commence two hours earlier—namely, at 2 o'clock a.m.
3. If any employer shall require any of his men to come at an earlier hour than the time prescribed in clause 2 hereof, he shall pay to such worker overtime at the rate of double time for all time worked between midnight and such hour of commencement so prescribed as aforesaid, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular workman who is so required to come at such earlier hour. If a jobber is required to work at an earlier hour than the hours prescribed in clause 2 hereof, he shall be paid double time for any time worked between midnight and such prescribed hours.
4. [Agreed upon by parties at hearing.] The provisions of clauses 2 and 3 hereinbefore set forth shall apply only to employers

carrying on business in the City and Suburbs of Dunedin, including employers at Port Chalmers, and to employers carrying on business in the towns and suburbs of Invercargill, including the Bluff and Oamaru. Employers carrying on business in other parts of this industrial district may fix the hours for commencing work according to the requirements of their particular business.

Minimum Rates of Wages.

5. The minimum rates of wages shall be as follows : Foreman or first hand, £3 per week ; second hands, £2 10s. per week ; table-hands, £2 5s. per week. Jobbers shall be paid at the rate of 10s. a day for a day of eight hours. Not less than half a day's wages shall be paid to him. If he is employed for more than four hours he shall be paid at the rate of 1s. 3d. per hour up to the full day of eight hours, and after that he shall be paid overtime at the rates mentioned in the clauses prescribing overtime for general hands. If he is employed by the week he shall be paid £2 10s. per week.

Overtime.

6. [Agreed upon by parties at hearing.] Subject to the present practice in regard to sponging, and also to the provisions of clause 3 hereof, if overtime is required to be worked it shall be paid for as follows : Time and a quarter from the customary time of ceasing work up to 6 p.m. ; time and a half from 6 p.m. up to 10 p.m. No work to be done after 10 p.m., except on hot-cross-bun night, when double time shall be paid for overtime worked after 6 p.m. Overtime for apprentices : 9d. per hour for the first three years, and for the last year of apprenticeship time and a quarter.

Dough-machines.

7. [Agreed upon by parties at hearing.] In houses where dough-machines are used, the doughmen may start work an hour and a half earlier than the hours mentioned in clause 2 as the time for starting work. Only journeymen and apprentices to be allowed at this particular work.

Holidays.

8. [Agreed upon by parties at hearing.] Any man or boy working on a holiday shall be paid time and a half in addition to his usual wages. The following shall be deemed holidays : 1st and 2nd January, Christmas Day and Boxing Day, Good Friday and Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day, and Prince of Wales' Birthday. Sunday sponging to cover all such holidays.

Apprentices.

9. [Agreed upon by parties at hearing.] The proportion of apprentices shall be one apprentice to every three men or under ; more than three men and up to six, two apprentices ; and so on in proportion. When an apprentice has been three years and a half

at the trade, the employer to be entitled to take another apprentice. All apprentices must be legally indentured. The term of apprenticeship shall be four years. After an apprentice has served his four years' apprenticeship he shall be at liberty to work for another twelve months in any other bakehouse to learn another branch of the trade; the wages to be fixed as provided in clauses 15 and 15A. Any employer before taking a youth as an apprentice shall be entitled to employ him for three months on probation, such period to be reckoned as part of his apprenticeship if he is continued in the employment. The foreman shall teach the apprentice his trade thoroughly.

10. [Agreed to by parties at hearing.] If any employer shall from any cause beyond his control be unable to fulfil his obligations to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding that he has already the full number of apprentices allowed by this award.

11. [Agreed to by parties at the hearing.] The wages of apprentices shall be as follows: 12s. 6d. per week for the first six months; 15s. per week for the second six months; 17s. 6d. per week for the third six months; £1 per week for the fourth six months; £1 2s. 6d. per week for the fifth six months; £1 5s. per week for the sixth six months; £1 7s. 6d. per week for the seventh six months; £1 10s. per week for the eighth six months.

12. [Agreed upon by parties at hearing.] Where an apprentice has to board with an employer the sum of 7s. 6d. per week shall be allowed for the first year's board, 10s. per week for the second year, 12s. 6d. per week for the third year, and 15s. per week for the fourth year.

13. [Agreed upon by parties at hearing.] The last six months of his apprenticeship the apprentice shall be taught fermentation, sponging, and oven-work.

14. Apprentices at present employed must be bound for the remainder of their term, and the conditions and provisions of this award shall apply to them.

Workmen unable to earn the Minimum Wage.

15. [Agreed upon by parties at hearing.] Workmen not fully competent may be employed at such wages as may be in each case agreed upon between three representatives appointed by the union and three by the master's association, or, in default of such agreement, as may be fixed in writing by the Chairman of the Conciliation Board for this industrial district. Forty-eight hours' notice of such application to the Chairman of the Board shall be given by the workman to the secretary of the union and the secretary of the master's association.

15A. Where the employer's business premises are situated more than twenty miles from the Chief Post-office, Dunedin, men unable

to earn the minimum wage may be employed at such lesser wage as may be fixed in writing by the Stipendiary Magistrate for the district in which such business premises are situated. If there shall be residing in the town in which such worker is working or desires to obtain work a recognised agent of the union, then forty-eight hours' notice of such application shall be given by such worker to such agent, and such agent, as well as the applicant and the employer or the proposed employer, shall be entitled to be heard by such Magistrate upon such application. An employee whose wage shall have been so fixed may work and may be employed by any employer bound by this award for the period of six calendar months, until fourteen days' notice shall have been given to him by a recognised agent of the union of workers requiring him to have his wages again fixed in manner prescribed by this award.

Carter.

16. [Agreed upon by parties at hearing.] No carter shall be employed in any bakehouse in connection with the manufacture of goods in the bakery trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

Foremen in Country Bakehouse.

17. [Agreed upon by parties at hearing.] A foreman working in a country bakehouse where none but himself is employed shall receive not less than £2 15s. per week. In the event of having to board with the employer he shall pay the employer a sum not exceeding 15s. per week.

Payment of Wages.

18. [Agreed upon by parties at hearing.] All wages to be paid weekly or fortnightly.

Week's Notice of Termination of Engagement.

19. [Agreed upon by parties at hearing.] A week's notice of termination of engagement must be given by either side.

Breakfast.

20. [Agreed upon by parties at hearing.] That no man or boy shall work longer than four hours and a half before breakfast.

Contract Work.

21. [Agreed upon by parties at hearing.] That no bread be manufactured by contract, or other than weekly wages.

Engagement of Men.

22. [Agreed upon by parties at hearing.] Employers in the country requiring men may write to the secretary of the workers' union or to the secretary of the master's association for such men, and if such men are to be sent to them shall forward sufficient money to pay in advance the fare for such men, and in such

case members of the workers' union going to country situations shall sign an agreement allowing the employer to deduct the said fare from the first month's wages, the amount to be refunded to the employee at the end of three months. The signature of the secretary of the workers' union to such agreement shall be sufficient and binding upon the member of the workers' union, and the signature of the secretary of the master's association shall be sufficient and binding upon any employer who is a member of such association. One copy of agreement shall be given to the member, and one copy shall be forwarded to the employer, addressed to him at his place of business.

Copy of Award to be hung in Bakehouse.

23. [Agreed upon by parties at hearing.] A copy of this award shall be hung in every bakehouse in this industrial district for reference.

Disputes Committee.

24. [Agreed upon by parties at hearing.] In case of any question arising as to the interpretation of anything herein contained, or as to any matter not herein provided for, such question shall be referred to a committee consisting of three representatives chosen by the workers' union (to be appointed within twenty-four hours of the service on the secretary or the president of the union of a notice in writing by any employer calling for such appointment) and a like number of representatives on behalf of the other party (to be appointed within twenty-four hours of the service of a notice in writing by the secretary or president of the union calling for such appointment). Every question before such committee shall be decided by a majority of votes, the chairman having one vote only; and in case of an equality of votes the question shall be submitted by the committee to the Chairman of the Conciliation Board for this district, and he shall decide such question. If such committee or the Chairman of such Board (if the question be submitted by such committee to such Chairman) shall fail to give a decision on any matter referred to it or him, as the case may be, within ten days from the time of the service of the last of such notices on the secretary or the president of the workers' union of the one part or the party to be affected on the other, then either party shall be at liberty to deal with such question as if this clause had not been inserted herein.

Any party dissatisfied with such decision may appeal to the Court by giving notice in writing of such appeal to the other party within seven days after such decision shall have been given, and the Court in such cases reserves to itself power to make such order as it may deem just. If no such notice shall be given within the said period of seven days, then such decision shall be final and conclusive as between the union and every member thereof on the one hand and any employer who shall have appointed representatives on such committee on the other hand.

Preference.

25. [Agreed upon by parties at hearing.] If and so long as the rules of the workers' union shall permit any person of good character and sober habits now employed in this industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case and thereafter employers shall, when engaging journeymen, employ members of the workers' union in preference to non-members, provided there are members of the said union equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it. Nothing in this clause shall interfere with engagements at this date legally subsisting between employers and non-unionists, nor compel any employer to discharge any journeyman now legally employed by him, notwithstanding such journeyman may not be or become a member of the union. It is agreed between the workers' union and the masters' association, and the said parties have desired that such agreement shall be set forth in this award, that members of the said masters' association shall not be under any obligation to employ any member of the workers' union who shall have worked for a baker who is not a member of the workers' union or of the said masters' association.

26. The workers' union shall keep at the Trades Hall, Moray Place, Dunedin, a book to be called "the employment - book," wherein shall be entered the names and addresses of all members of the said union within a radius of ten miles from the said Chief Post-office for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom each such member shall have been employed during the preceding six months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the said union shall be liable as for a breach of this award in case any entry in such book shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used their best endeavours to verify the same. Such book shall be open to every employer without fee or charge on every working-day except Saturday between the hours of 8 a.m. and 5 p.m., and on Saturday between the hours of 8 a.m. and noon. If the union shall fail to keep such book in the manner provided by this clause, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the work

required to be done, notwithstanding the foregoing provisions. Notice of any change in the place where the employment-book is directed to be kept shall be given by the union by advertisement in the *Otago Daily Times* and *Dunedin Evening Star* newspapers, published in Dunedin.

27. The said union shall also keep similar books at the Towns of Oamaru and Invercargill, containing in each such book the names and particulars set forth in the preceding clause of all the members of the union for the time being out of employment within a radius of ten miles from the Chief Post-office of each such town. Notice of the place where each such book is kept shall be given by advertisement in the principal local newspapers published in such town respectively.

28. The provisions of clause 25 shall not apply to any employer whose business premises are not within ten miles from any place where such employment-books are directed to be kept. It shall also be a sufficient answer to any charge against any employer for a breach of clause 25 of this award that there was not entered in the employment-book kept at the place nearest his business place the name of any member of the union residing within the radius of ten miles from the place where such employment-book is kept.

No Discrimination Clauses.

29. Employers when employing or dismissing journeymen shall not discriminate against members of the union, and shall not, in the engagement or dismissal of their hands or in the conduct of their business, do anything for the purpose of injuring the union, whether directly or indirectly.

30. When members of the said union and non-members are employed together they shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Term of Award.

31. This award shall take effect from the 4th day of July, 1903, and shall continue in force until the 4th day of July, 1905.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the said Court hath heretofore subscribed his name, this 22nd day of June, 1903.

THEO. COOPER, J., President.

(622.) UNITED MILLERS, ENGINE-DRIVERS, AND MILL EMPLOYEES.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the United Millers, Engine-drivers, and Mill Employees' Industrial Union of Workers

(hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): R. Anderson and Co., High Street, Dunedin; R. Doull and Co., Kensington, Dunedin; A. Steven and Co., Crawford Street, Dunedin; R. Hudson and Co., Castle Street, Dunedin; Evans and Co., Manor Place, Dunedin; Thomas Anderson, Luggate; John C. Gow, Palmerston; James and William Sheddan, Waiwera South; George Bruce, Phoenix Mill, Oamaru; William Davie, Blackstone Hill; D. L. Christie, Lawrence; Fleming and Co., Dee Street, Invercargill; Henry Harraway, Bond Street, Dunedin; Phoenix Company, Wanakaroa; Wilkie and Co., Mosgiel; P. McGill, Milton; Dunwoodie and Co., Naseby; P. Walsh, Milton; J. and T. Meek, Crown Mills, Oamaru; Milligan and Bond, Tees Street, Oamaru; Tweedie and McLean, Riverton; J. Mather, Outram; R. Shand and Co., Waikouaiti; Wakatipu Flour-mill Company, Arrowtown; Ireland and Co., Oamaru; Fleming and Henderson, Gore; W. Saunders, Otautau; Fleming and Co., Winton Flour-mill; Clarke Bros., Kakanui; — Richardson, Ida Valley; Reid and McDowell, Arrowtown.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th

day of July, 1903, and shall continue in force until the 4th day of July, 1905.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 22nd day of June, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. [Agreed to by the parties at the hearing.] A day's work shall consist of eight hours' work, and shall be worked in shifts of eight hours' work each shift. Any employer shall have full discretion to so arrange the methods of working that men on the day shift may be allowed one hour for a meal between the hours of 12 o'clock noon and 2 o'clock p.m. This discretion shall apply to all employers whether in town or country mills, and whatever the capacity of the mill may be, and whether the mill is working one, two, or three shifts in the twenty-four hours. A day shift shall (except in respect to the man who is required to get up steam) commence at 8 a.m., and be worked between the hours of 8 a.m. and 5 p.m.

In the case of storemen, a day's work may commence at 7 a.m. and last until 4 p.m., with one hour for meals. If any storeman whose work commences at 7 a.m., or between 7 a.m. and 8 a.m., is required to work until 5 p.m. he shall do so at the ordinary rate of pay.

Engine-drivers, for the purpose of getting up steam, shall be allowed to work one hour before ordinary time of starting, for which they shall receive ordinary rates.

Half-holiday.

2. [Agreed to by the parties at the hearing.] A half-holiday shall be given to each man in every alternate week.

Overtime.

3. [Agreed upon by the parties at the hearing.] All work done exceeding eight hours in any twenty-four hours shall, subject to the preceding provisions respecting storemen and the men whose duty it is to get up steam, be deemed to be overtime, and shall be paid for as follows: Time and a quarter shall be paid for the first two hours; time and a half for the second two hours; after the second two hours double time shall be paid. All work done on Sundays and on holidays shall be paid for at the rate of double time.

Holidays.

4. [Agreed to by the parties at the hearing.] The following days shall be observed as holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, the Sovereign's birthday, Labour Day, Christmas Day, and Boxing Day.

Boys.

5. [Agreed to by the parties at the hearing.] The number of boys employed in any flour-mill shall not exceed one to three or fraction of the first three men. The number of boys employed in any oatmeal-mill shall not exceed two to one man employed in that department.

Preference.

6. [Agreed to by the parties at the hearing.] So long as the rules of the union shall permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such cases employers shall, when engaging workmen, employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-union members to perform the work required to be done, and ready and willing to undertake it: Provided that this clause shall not involve the dismissal of any man now in the service of any mill-owner, and such mill-owner may continue to employ any such man although not a member of the union. This clause shall not apply to casual labour.

7. The union shall keep in some convenient place within one mile from the Chief Post-office, Dunedin, a book to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom each such member shall have been employed during the preceding six months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavour to verify the entries contained in such book, and the union shall be liable as for a breach of this award in case any entry in such book shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such books shall be open to every employer without fee or charge on every working-day except Saturday between the hours of 8 a.m. and 5 p.m., and on Saturdays between the hours of 8 a.m. and noon. If the union fail to keep such book in accordance with this provision, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provision. Notice of the place

where such employment-book is kept, and of any change in such place, shall be given by advertisement in the *Otago Daily Times* and *Dunedin Evening Star* newspapers, published in Dunedin.

8. Similar books containing similar information respecting the members of the union who shall be for the time being out of employment, and who reside at Oamaru and the surrounding district, or at Invercargill and the surrounding district, as the case may be, shall be kept by the union at Oamaru and Invercargill respectively within one mile from the respective post-offices at such towns. Notice of the places respectively where such books shall be respectively kept shall be given by advertisement in the local newspapers published in such towns. The provisions of the foregoing clause shall apply to such books and to employers in such districts.

9. No employer shall discriminate against members of the union, or in the engagement or dismissal of his hands, or in the conduct of his business do anything for the purpose of directly or indirectly injuring the union.

10. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Terms of Service.

11. [Agreed to by the parties at the hearing.] Employees upon leaving their situations shall give a full week's notice, and upon their services being dispensed with by their employers shall receive a full week's notice, unless dismissed for misconduct, personal negligence, incompetency, or other reasonable cause.

Minimum Rates of Wages.

12. The following shall be the minimum rates of wages: (a.) Roller-men or shift-miller, 1s. 1d. per hour. (b.) Oatmeal and barley miller, 1s. 1d. per hour. (c.) Purifier (the man on purifier and flour-dressing floors), 10½d. per hour. (d.) Smutter-man in charge of wheat-cleaning machinery, 1s. per hour. (e.) Assistant smutter-man, 11d. per hour. (f.) Kiln-man, 11d. per hour. (g.) Head storeman, 1s. 1½d. per hour; assistant storeman, 10½d. per hour. (h.) Packer-man (no boys except apprentices to be allowed on the packers, except at packer-man's wages), 10½d. per hour. (i.) Engine-drivers,—(1.) Where the combined cylinders of an engine are 200 (or over) circular inches, 1s. 3d. per hour; second and third engine-drivers, 1s. 1d. per hour. (2.) Where the combined cylinders of an engine are under 200 circular inches the man in charge is to receive 1s. 1d. per hour; second and third engine-drivers 1s. per hour. (j.) Boys: For the first six months, 10s. per week; for the second six months, 12s. per week; for the third six months, 15s. per week; for the fourth six months, 18s. per week; for the fifth six months, £1 1s. per week; for the sixth six months, £1 4s. per week; for the seventh six months, £1 7s. per week; for the eighth

six months £1 10s. per week ; for the ninth six months, £1 13s. per week ; for the tenth six months, £1 16s. per week. (k.) Head-man employed in bag-printing department, 1s. per hour ; other men employed in such department, 10½d. per hour. (l.) All casual labour in store to be paid for at the rate of 1s. per hour.

Term of Award.

13. This award shall take effect from the 4th day of July, 1903, and shall continue in force until the 4th day of July, 1905.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 22nd day of June, 1903. THEO. COOPER, J., President.

(623.) OTAGO TIMBER-YARDS AND SAWMILLS UNION v. DUNEDIN TIMBER AND HARDWARE COMPANY.—ENFORCEMENT OF AWARD.

22nd June, 1903.

In the Court of Arbitration of New Zealand, Otago and Southland District.—Otago Timber-yards and Sawmills Industrial Union of Workers v. Dunedin Timber and Hardware Company.

Mr. Barclay for the union ; Mr. F. R. Chapman for the defendant.

In this case we are of opinion that Jones, in respect of whose employment the application for enforcement is filed, is not a head yardman within the meaning of the award. The application is dismissed, with £2 2s. costs to be paid by the union to the company.

THEO. COOPER, J., President.

(624.) OTAGO TIMBER-YARDS AND SAWMILLS UNION v. McCALLUM AND CO.—ENFORCEMENT OF AWARD.

22nd June, 1903.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—The Otago Timber-yards and Sawmills Industrial Union of Workers v. McCallum and Co.

RUSTIN AND NOONAN'S CASES.

APPLICATION for enforcement of award in respect of the employment of Rustin and Noonan.

Mr. Barclay for the union ; Mr. F. R. Chapman for the company.

We are of opinion that Rustin is a first-class machinist within the meaning of the award, but that Noonan is properly paid as a second-class machinist. We order the defendant company to pay to the union for Rustin the difference between the wages actually paid to him and the wages to which he is entitled as a first-class machinist under the award, and the sum of £1 to the union. As the union has only succeeded in one charge and has failed in the other we make no order for costs beyond the Court fees.

GILLAN'S CASE.

Mr. Barclay for the union ; Mr. F. R. Chapman for the company.

In this case we are of opinion that Gillan comes substantially within the class of "head yardmen" as defined in the award, and is entitled to the wages prescribed for head yardmen. We order the company to pay to the union for Gillan the difference between the wages actually paid to him and the wages to which he is entitled under the award, together with the sum of £1 penalty, and the costs of the union, to be ascertained by the Clerk of Awards. Solicitor's costs, £2 2s., allowed.

THEO. COOPER, J., President.

1625.) DUNEDIN AND SUBURBAN CARTERS' UNION *v.* ELLIS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District. —Dunedin and Suburban Carters' Industrial Union *v.* Ellis.

Mr. Barclay for the union ; Mr. Hay for the defendant.

22nd June, 1903.

In this matter the defendant employed the young man Hendricks for some days carting sleepers from the Wingatui Railway-station to the Taieri Racecourse. The defendant is a carter and contractor, and is a party to and bound by the award. Hendricks was not paid the minimum wages. The defendant contends that, as he also carries on farming operations, the employment of Hendricks and the carting done by him was not within the award. The onus of proving that this work was done in connection with the defendant's farming operations and not with his business as a contractor and carter rests on the defendant. He has not, in our opinion, established this. We hold that a breach of the award has been committed, and we order the defendant to pay the sum of £2 penalty to the union, together with costs, to be ascertained by the Clerk of Awards. We allow £2 2s., solicitor's fees.

THEO. COOPER, J., President.

FILED IN AUGUST.

CANTERBURY INDUSTRIAL DISTRICT.

(626.) CHRISTCHURCH LIVERY-STABLE WORKERS.—RECOMMENDATION.

Board of Conciliation, Christchurch, 9th June, 1903.

The Christchurch Livery-stable Workers' Industrial Union of Workers; and W. Hayward and Co., F. W. Delamain, G. Chinnery, J. Murray, Lawrence Howard, James Burke, J. G. Seaton, J. Power, J. Fox, McConnell and Scott, James Lee, J. Britton, W. J. Cochrane.

SIR,—

The Board's recommendation is as follows :—

Clause 1. That sixty-two hours constitute a short week's work ; and that seventy hours constitute a long week's work. A long week includes a Sunday on.

Clause 2. That each employee shall have alternate Sunday off.

Clause 3. Minimum wage to be £2 2s. per week ; to be paid weekly and in employers' time.

Clause 4. That (a.) overtime shall be compensated for by "time off." A strict account shall be kept, and all undertime shall be considered "time off." (b.) That one hour shall be allowed for concert and theatre jobs. (c.) That a minimum of two hours be allowed for ball jobs terminating by midnight, and a maximum of four hours for those terminating later.

Clause 5. That Christmas Day and Good Friday be worked as Sundays.

Clause 6. (a.) That employers shall employ members of the union in preference to non-members, provided there are members of the union available without undue delay equally qualified with non-members to perform the particular work required. (b.) This provision shall not interfere with existing engagements between employers and non-unionists.

Clause 7. That a Dispute Committee be appointed, consisting of three representatives to be appointed by the workers' union, and three by the employers, to decide (a.) the rate of wages to be paid to juniors ; (b.) the rate of wages to be paid to incompetents ; (c.) any question arising as to the interpretation of the award, or as to any matters not provided for in it. Every question to be decided by the majority of the voters. In the case of equal voting the question shall be submitted to the Chairman of the Conciliation Board of the district, whose decision shall be final.

If this recommendation is not objected to on or before the 1st July, 1903, it shall come and remain in force until the 1st July, 1906.

J. R. TRIGGS, Chairman.

The Clerk of Awards, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(627.) SOUTHLAND CARPENTERS AND JOINERS AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Amalgamated Society of Carpenters and Joiners of Otago and Southland Industrial Union of Workers (hereinafter called “the workers’ union”), the Invercargill branch of the said union, and the undermentioned persons, firms, and companies (hereinafter called “the employers”): The Southland Builders and Contractors’ Industrial Union of Employers, and the following individual employers: M. Frain, Tyne Street, Invercargill; M. Flaus, St. Andrew Street, North Invercargill; H. Gilbertson, Mary Street, Invercargill; J. Govan, Grasmere, Invercargill; Hewitt and Rough, Beaumont Street, Invercargill; J. C. Howie, Don Street, Invercargill; Jas. Harper, Catherine Street, Invercargill; J. Johnston and Sons, Leet Street, Invercargill; Kingsland and Ferguson, Spey Street, Invercargill; P. Lee, Strathearn, Invercargill; C. Lambeth, Tyne Street, Invercargill; A. Little, Tay Street, Invercargill; Wm. Lockhart, Invercargill; A. Menzies, Clyde Street, Invercargill; John Michie, Forth Street, Invercargill; G. Mayhew, Avenal, Invercargill; J. Macallister, Fort Street, Invercargill; Peter McGeorge, Biggar Street, Invercargill; Mair Bros., Tweed Street, Invercargill; Hector McNeillage, Avenal, Invercargill; N. McLeod, Teviot Street, Invercargill; Geo. Poole, Teviot Street, Invercargill; J. P. Peterson, Deveron Street, Invercargill; W. G. Quicke, Eye Street, Invercargill; M. Robertson, Elles Road, Invercargill; Wm. Smith, Spey Street, Invercargill; Southland Implement Works, Dee Street, Invercargill; D. Stewart, Esk Street, Invercargill; H. Sim, Doon Street, Invercargill; W. Smith and Co., Nith Street, Invercargill; A. Sim, Invercargill; A. Thomson, Leet Street, Invercargill; F. Vickery, Bowmont Street, Invercargill; Wm. Vallance, Forth Street, Invercargill; John Walker, Leet Street, Invercargill; F. R. Warlick, Grace Street, Invercargill; John Young, Dublin Street, Invercargill; Bluff Harbour Board; Jas. Walker, Bluff; W. Barker, Bluff; McKenzie and Walker, Bluff; A. Curwood, Bluff; W. Jones, Bluff; McDougall Bros., Bluff; C. W. Johnson, Bluff; A. Donaldson, Bluff; G. F. Harris, Waikiwi; Jas. Nisbet, Wallace-town; H. McLeod, Riverton; J. Winton, Riverton; W. Gunn, Riverton; G. Rowles, Riverton; J. A. Green, Riverton; Wm. Pankhurst, Riverton; H. Beer, Riverton; S. Jackson, Thornbury; Thos. Warren, Orepuki; Coal and Shale Works, Orepuki; John Taylor, Orepuki; Edward Bone, Orepuki; R. Riddell, Orepuki; H. Thompson, Orepuki; Jas. Kirkton, Orepuki; Wm.

Pearsey, Round Hill ; M. Gaines, Otautau ; Jos. Swap, Otautau ; R. Seater, Otautau ; Reynolds Bros., Wrey's Bush ; Geo. Keen, Wairio ; Sinclair, Wairio ; W. Guttry, Nightcaps ; A. Paterson, Nightcaps ; D. Sinclair, Nightcaps ; W. M. Andrews, Nightcaps ; E. Cuff, Nightcaps ; Coal Co., Nightcaps ; A. Brasset, Winton ; W. Lindsay and Sons, Winton ; T. Lindsay, Winton ; A. McBean, Dipton ; Thos. Parker, Dipton ; John. Sparks, Dipton ; W. Sims, Hokonui ; D. Kirkland, Lumsden ; J. Ferguson, Lumsden ; Alex. McKenzie, Te Anau ; Thos. Shields, Woodlands ; A. P. Schmidt, Woodlands ; Dd. Kitchie, Mossburn ; E. White, Mossburn ; Chas. Johnson, Edendale ; P. Traynor, Wyndham ; T. Finlayson and Co., Wyndham ; D. Chaplin, Wyndham ; D. Campbell, Fortrose ; W. Warne, Fortrose ; M. White, Fortrose ; Jas. Smith, Mataura ; F. Brown, Mataura ; J. Sinclair, Mataura ; R. Millar, Mataura ; W. Thorne, Mataura ; W. Young, Mataura ; Wm. Main, Mataura ; A. Rennie, Mataura ; Wm. Shanks, Mataura ; W. F. Brown, Mataura ; T. Carmody, Gore ; A. Johnson, Gore ; D. Waddell, Gore ; E. S. McGill, Gore ; Latham and Taylor, Gore ; A. Hartley, Gore ; M. Hay, Gore ; Owen Kelly, Gore ; W. Aitken, Gore ; Adam Speden, Gore ; E. Wharton, Gore ; W. P. Craig, Gore ; T. Carroll, Waikaka ; J. Marr, Waikaka ; John Currie, Riversdale ; John McKay, Riversdale ; G. Watt, Riversdale ; David McLean, Balfour ; R. Smith, Drummond ; W. Drake, Mokotua ; T. Crawford, Waikaka Valley ; W. Davis, West Plains ; C. H. Crack, Myross Bush ; J. Hunt, Oraki ; Edward Deegan, Oraki ; W. Percy, Oraki.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award ; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the

same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of July, 1903, and shall continue in force until the 18th day of July, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of June, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The week's work shall not exceed forty-eight hours' work, nor eight hours' work each day, and the day's work shall commence at 8 a.m. Where journeymen within the meaning of this award are employed in any wood-working factory or mill by any employer bound by the award of this Court made on the 15th day of March, 1902, and intitled "The Southland Timber-yards and Sawmills Award," the hours of work of such journeymen shall be in accordance with the provisions of that award.

Minimum Rates of Wages.

2. All journeymen carpenters, and journeymen carpenters and joiners, or journeymen joiners, shall be paid not less than 1s. 3d. per hour for work done on any day (other than the days mentioned in paragraph 3 hereof).

Except in the factories mentioned in paragraph 1 hereof, no carpenter or joiner shall be paid by piecework.

Overtime.

3. Overtime shall be paid for at the rate of time and a quarter for the first four hours, and time and a half afterwards for all time worked on any day beyond the time mentioned in paragraph 1 hereof. Time and a half shall be paid for all work done on New Year's Day, Easter Monday, the birthday of the reigning sovereign, Labour Day, Boxing Day, and the 2nd January. Double time shall be paid for all work done on Sundays, Christmas Day, and Good Friday.

Suburban Work and Country Work.

4. Journeymen shall be at the place where work is to be performed at the hour appointed for the commencement of the work, but if such place is distant more than a mile and a half from the chief post-office of the city or town in which the employer's place of business is situate, each journeyman employed thereon shall be paid

the ordinary rate of wages for the time occupied in proceeding thereto at the rate of four miles for every hour (with a proportionate allowance for more or less than an hour), however and by whatever means he may proceed thereto, but there shall be deducted from such allowance the time occupied in proceeding for the first mile and a half from the residence of such journeyman. This rule shall apply also to apprentices.

5. Any journeyman or apprentice employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous, and the journeyman or apprentice is not in the meantime recalled by his employer.

6. Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied by him in travelling shall exceed eight, unless he is upon the same day occupied in working for his employer.

7. When the distance requires journeymen employed upon country work to sleep away from home an additional allowance of 1s. per day for the time so occupied shall be paid to them, and their employers shall provide them with tents or other suitable sleeping-accommodation.

8. Notwithstanding anything in this award contained, any employer and his workmen may agree that in respect of any specified country work the hours of work may be other than those hereinbefore prescribed, without payment of overtime, but so that not less than the minimum wages prescribed in this award for ordinary work shall be paid to such workman.

Apprentices.

9. No limitation shall be put upon the number of apprentices. Apprentices shall serve an apprenticeship of five years, and shall be indentured. The wages to be paid to apprentices shall not be less than the following rates : For the first year of apprenticeship, 5s. per week ; for the second year, 10s. per week ; for the third year, 15s. per week ; for the fourth year, £1 per week ; and for the fifth year, £1 5s. per week.

10. Any employer before taking a youth as an apprentice shall be entitled to employ him for three months on probation. If at the end of such probation the employer shall continue to employ such youth, then such youth shall be legally apprenticed under the conditions of this award, and in such case the said period of three months shall be reckoned as part of the apprenticeship prescribed by the award.

Tools, &c.

11. On all works the employer shall provide a properly secured place for the safety of the employees' tools, and also all reasonable sanitary conveniences.

12. When men who have been not less than four weeks employed are discharged one hour and a half shall be allowed them to put their tools in order, except where the employer keeps a grindstone for the use of the workmen on any particular job; in such case one hour only shall be the allowance.

13. All wages shall be paid weekly or fortnightly, and punctually at the termination of the working-hour, either on the works or at the shop.

Journeymen unable to earn the Minimum Wages.

14. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may from time to time be fixed in writing by the Stipendiary Magistrate for the district in which such journeyman may reside, or in which his employer or proposed employer shall carry on business. If there be a recognised agent of the workers' union residing in such place, twenty-four hours' notice of such application to such Magistrate shall be given to such agent, and such agent shall be entitled to be heard by such Magistrate, as well as the employer or proposed employer, upon such application. Any journeyman whose wages shall have been so fixed may work and be employed by any employer for such lesser wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall be given to him by the secretary or recognised agent of the workers' union requiring his wages to be again fixed in the manner prescribed by this award.

Preference.

15. If and after the local branch at Invercargill of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers shall so amend its rules as to permit any person now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of such branch upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join such branch, without ballot or other election, and shall give notice of such amendment by advertisement in the *Southland Times* and *Southland Daily News* newspapers, published at Invercargill, then and in such cases employers shall, when engaging journeymen, employ members of such branch in preference to non-members, provided there are members of the said branch equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. It shall be a sufficient compliance with this clause if the journeyman employed shall be a member of the principal workers' union who are parties to this dispute.

16. So soon as the said branch union shall perform the conditions entitling the members thereof to preference under the foregoing clause, and at all times thereafter, the said branch union shall keep at some convenient place within one mile from the Chief Post-office, Invercargill, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the branch union, or of the principal union, residing in Invercargill and its suburbs for the time being out of employment, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding six months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of such branch union shall use their best endeavours to verify all the entries contained in such book, and the said branch union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the said branch union, or in case the said executive shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the said branch union shall fail to keep such book in the manner prescribed by this award, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the said branch union or not, to perform the particular work required to be done. Notice of the place where such employment-book is kept, and of any change in such place, shall be given by advertisement in the said *Southland Times* and *Southland Daily News* newspapers.

17. The provisions of clause 15 hereof shall apply only to employers in the town and suburbs of Invercargill.

No-discrimination Clauses.

18. No employer shall discriminate against members of the union, and no employer shall, in the engagement or dismissal of his workman or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

19. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Exemption from Award.

20. Nothing in this award contained shall apply to the Bluff Harbour Board so long as they continue to pay to the carpenters employed by them at least the rates of wages they are now paying.

Term of Award.

21. This award shall take effect from the 18th day of July, 1903, and shall continue in force until the 18th day of July, 1905.

Existing Contracts exempted.

22. Notwithstanding the provisions of this award, journeymen may be employed and may work for the rates of wages ruling immediately before the hearing of this dispute for the purpose of completing any contract by which any employer was bound on the 23rd day of June, 1903; but any employer desiring to take advantage of this provision shall, within thirty days from the date hereof, give to the Inspector of Factories for the Southland District notice in writing of the contracts in respect of which he claims to be entitled to exemption, stating the date of each such contract, the name of the person with whom the same has been entered into, the nature of the work, and where the same is to be performed. No employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

Limitation of Award.

23. This award shall apply to all persons in the Southland District who, during the currency of this award, shall carry on the business of carpenter, joiner, or builder, and who shall employ carpenters and joiners, or carpenters or joiners, in connection with such business.

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the Court hath heretofore set his hand, this 27th day of June, 1903.

THEO. COOPER, J., President.

(628.) OTAGO CARPENTERS AND JOINERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Amalgamated Society of Carpenters and Joiners and Otago and Southland Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): The Dunedin Builders and Contractors' Industrial Union of Employers, and the following individual employers: Aburn and Sons, Leith Street, Dunedin; F. Anderson, Neidpath Road, Mornington; T. J. Anderson, Great King Street, Dunedin; A. T. Anderson, Leith Street, Dunedin; D. Aitken, Great King Street, Dunedin; Jas. Annand, High Street, Dunedin; W. Angel, George Street, Dunedin; Jos. Barton, MacLaggan Street, Dunedin; John Blaikie, York Place, Dunedin; Bennet and Sons, MacLaggan Street, Dunedin; Brundell and Watkins, Castle Street, Dunedin; A. and T. Burt (Limited), Stuart Street, Dunedin; Alex. Bain, Russell Street, Dunedin; David Brown, Caversham; John Brown, London Street, Dunedin; Beck and

Paterson, Grange Street, Dunedin; Orr Campbell, North-east Valley; Peter Campbell, Dundas Street, Dunedin; John Campbell, Littlebourne; Thos. Chalmers, Bright Street, Belleknowes, Dunedin; Cooper Bros., Kaikorai; George Clarke, Princes Street, Dunedin; E. T. Clark, Elgin Road, Mornington; J. Clark, South Dunedin; Crawford and Watson, Castle Street, Dunedin; City Corporation, Octagon, Dunedin; Crawford and Robson, St. Ann Street, Mornington; John Dick, Duncan Street, South Dunedin; William Duncan, Eden Street, Dunedin; Chas. Duncan, Anderson's Bay Road, Dunedin; Dunedin Timber and Hardware Company, Great King Street, Dunedin; Robt. Driver, Neidpath Road, Mornington; John Drake, Castle Street, West Harbour, Dunedin; Alex. Dippie, George Street, Dunedin; George Dempster, St. David Street, Dunedin; Alex. Dempster, St. David Street, Dunedin; T. P. Davies, Castle Street, Dunedin; Glen Davidson, Mornington; Robert Dow, Cargill Street, Dunedin; Electrical Engineering Company, Castle Street, Dunedin; Chas. Ellis, Melville Street, Dunedin; S. Elliot, Kew, South Dunedin; Education Board, Dunedin; Geo. France, Dunedin; Jas. Ford, Belleknowes, Dunedin; David Forsyth, Elm Row, Dunedin; Foster and George, Filluel Street, Dunedin; Fowler and Coombs, Castle Street, Dunedin; Farquaharson and Boyd, Constitution Street, Dunedin; Geo. Greaves, Cumberland Street, Dunedin; E. Gibbs, Leith Street, Dunedin; R. Grimmer, St. Clair; F. Gillam, Great King Street, Dunedin; Robt. Guthrie, Maitland Street, Dunedin; Wm. Henderson, Great King Street, Dunedin; W. G. Harland, Athol Place, Dunedin; Gabriel Hodges, Hillside Road, South Dunedin; F. J. Howarth, St. Ann's Road, Mornington; Thos. Hurd, Surrey Street, South Dunedin; J. E. Hellyer, Scott Street, St. Kilda; Hilton and Miles, Mornington; Robt. Johnston, Gladstone Street, Belleknowes, Dunedin; Arthur Jeffs, Moray Place, Dunedin; Wm. King, George Street, Dunedin; Sidney Knowles, District Road, Roslyn; Kempthorne, Prosser, and Co., Dunedin; Geo. Lawrence, Great King Street, Dunedin; John Lunn, Manor Place, Dunedin; F. W. Lyders, Cumberland Street, Dunedin; Henry Lyders, Stafford Street, Dunedin; Geo. Lawrie, Castle Street, Dunedin; H. McCormack, Cargill Street, Dunedin; McGill and Sons, Moray Place, Dunedin; Geo. Mant, Clyde Street, Roslyn; Alex. Miller, Stuart Street, Dunedin; Milnes and Sons, Cumberland Street, Dunedin; Jas. Moffat, Rattray Street, Dunedin; Geo. Morrison, Patrick Street, Mornington; Murdoch and Co., Stuart Street, Dunedin; Robt. Mustard, Start Street, Roslyn; McCallum and Co., Crawford Street, Dunedin; McKechnie and Fleming, Hyde Street, Dunedin; Robt. Meikle, Russell Street, Dunedin; Marett, Hillside; J. Millar, Parkside; A. McDougall, Beta Street, Roslyn; Mathieson Bros., Arthur Street, Dunedin; McPherson, Parkside; Robert Martin, City Road, Roslyn;

H. M. Morrison, Albany Street, Dunedin ; John Neame, Leith Street, Dunedin ; Nees and Sons, Great King Street, Dunedin ; Robert Orr, Josephine Street, Caversham ; James Peebles, Ascotvale, North-east Valley ; William Pearse, Lees Street, Dunedin ; Edward Philp, Howard Street, Dunedin ; G. J. Preen, Hyde Street, Dunedin ; J. G. Perry, York Place, Dunedin ; Kenneth Robertson, Cargill Street, Dunedin ; Jas. Rodger, sen., Forth Street, Dunedin ; Jas. Rodger, jun., Forth Street, Dunedin ; T. Riddle, Forbury Road, Dunedin ; C. B. Rainton, Filleul Street, Dunedin ; Reid and Gray, South Princes Street, Dunedin ; Robt. Ritchie, Albany Street, Dunedin ; Ross and Glendining, Dunedin ; Thos. Short, Buccleugh Street, North-east Valley ; Jas. Small, Albany Street, Dunedin ; Richard Sandilands, Dunedin ; Peter Stark, Caversham ; Thos. Sutton, Maria Street, South Dunedin ; Stuart Scott, South Dunedin ; Jos. Shuttleworth, Kaikorai ; G. Simpson and Co., Police Street, Dunedin ; — Shaw, Roslyn ; Andrew Selby, Castle Street, Dunedin ; Henry Smith, MacLaggan Street, Dunedin ; Soap-works, Cumberland Street, Dunedin ; C. J. Thorn, Marion Street, Caversham ; J. B. Thomson, Moray Place, Dunedin ; R. C. Torrance, Manor Place, Dunedin ; Thomson, Bridger, and Co., Bond Street, Dunedin ; Tiley Bros., Caversham ; Union Steamship Company, Dunedin ; H. Vincent, City Road, Roslyn ; C. W. Wilkinson, Hanover Street, Dunedin ; Wm. Wallace, MacLaggan Street, Dunedin ; John White, Great King Street, Dunedin ; Jos. Eli White, Clerk Street, North-east Valley ; D. W. Wood and Sons, Moray Place, Dunedin ; Jos. Walker, Dunedin ; W. T. Wright, Clyde Street, Roslyn ; John Webster, Great King Street, Dunedin ; W. J. Wright, Roslyn ; Jas. Wedderspoon, Maitland Street, Dunedin ; Robt. Williamson, Roslyn ; Wedderspoon and Cameron, Kew ; Alex. Wilson, Kaikorai ; F. Wilkinson, Roslyn ; R. Waghorn, Stuart Street, Dunedin ; Wynn and Hope, St. Andrew Street, Dunedin ; George Wood, George Street, Dunedin ; H. Purvis, Mosgiel ; Wm. Wedderspoon, Mosgiel ; J. E. Jago, Mosgiel ; T. Aitken, Mosgiel ; Wm. Smith, Mosgiel ; A. Wedderspoon, Mosgiel ; T. Callander, Mosgiel ; R. Muirhead, Mosgiel ; Jas. Aitken, Mosgiel ; Jas. Geddes, Green Island ; J. Pringle, Green Island ; A. Chisholm, Outram ; W. Simmonds, Outram ; R. Scott and Son, Outram ; Alex. Mitchell, Berwick ; R. Webb, Waipori ; Alfred Scrivener, Allanton ; D. Malcolm, Otakia ; Chas. Lennie, Henley ; A. Orlofski, Waiholia ; David Shanks, Millburn ; J. Hollick, Milton ; D. Chisholm, Milton ; John Dickson, Milton ; Littlejohn Bros., Milton ; J. Parlane, Milton ; J. Middlemas, Kaitangata ; R. Aitheson, Kaitangata ; A. Carson, Kaitangata ; Jos. Robertson, Kaitangata ; J. Renfree, Kaitangata ; John Shepherd, Stirling ; R. McKinley, Stirling ; W. Watts, Stirling ; S. Lewis, Stirling ; P. Blackwood, Balclutha ; J. Agnew, Balclutha ; J. Young, Balclutha ; J. Barty, Balclutha ; A. B. Henderson, Balclutha ; A. McNeil, Balclutha ;

Muir and Burley, Balclutha; W. Thomson, Port Molyneux; Jas. Paterson, jun., Port Molyneux; John Dudley, Catlin's River; Mark Morton, Catlin's River; J. Donaldson, Catlin's River; Jas. Cox, Catlin's River; R. McLean, Catlin's River; W. Pritchard, Catlin's River; Robt. Kerr, Warepa; D. A. McLachlan, Clinton; Wm. Moffatt, Clinton; W. Littlejohn, Waiwera; Thos. Rhodes, Waiwera; G. Nettleship, Waipahi; D. Cunningham, Pukerau; J. B. McAlister and Son, Tapanui; E. Shepherd, Tapanui; W. Potts, Tapanui; J. Crawford, Tapanui; T. Crawford, Tapanui; I. McGavan, Tapanui; Thos. Crawford, Kelso; C. Cruickshanks, Kelso; D. Lowe, Kelso; A. Searle, Heriot; W. Moate, Heriot; J. Gall, Waikaia; J. Howe, Waikaia; P. Clark, Waikaia; John York, Waitahuna; W. McKenzie, Waitahuna; W. Auld, Waitahuna; R. York, Waitahuna; J. Egglestone, Lawrence; F. A. Milier, Lawrence; J. Hetherington, Lawrence; W. Grant, Lawrence; J. Pearson, Lawrence; W. T. Bowden, Roxburgh; Wm. Kinaston, Roxburgh; A. Boyne, Queenstown; F. Finch, Queenstown; Fraser Bros., Queenstown; T. Luckie, Queenstown; John Salmond, Queenstown; J. Smithson, Macetown; W. E. Griffen, Macrae's; Jos. Robertson, Middlemarch; J. Beaty, Hyde; W. Wright, Waipiata; Jas. Mitchell, Ranfurly; Jas. Mitchell, Naseby; W. Ball and Son, Naseby; — Drake, Naseby; Thos. Wilkinson, St. Bathans; Thos. Griffiths, Cambrian; J. McKnight, Black's; M. Isbister, Black's; F. Drosier, Black's; J. D. Thomson, Alexandra South; J. B. Aitken, Alexandra South; J. Mountain, Alexandra South; C. Hueson, Clyde; J. W. Cambridge, Clyde; A. O. Fountain, Clyde; A. W. Guy, Clyde; Leslie Arthur, Cromwell; W. Gair, Cromwell; P. Thomas, Cromwell; J. Webster, Cromwell; P. Paterson, Bannockburn; W. Menzies, Bannockburn; R. H. Baker, Bannockburn; S. Cornelius, Pembroke; Thos. Templeton, Pembroke; Geo. Ward, Cardrona; A. Austin, Cardrona; Geo. White, Arrowtown; Murphy and Campbell, Arrowtown; R. Bauchop and Co., Port Chalmers; Jas. Fairley, Port Chalmers; Neil Murray, Port Chalmers; Chas. Rose, Port Chalmers; J. Harland, Port Chalmers; Jos. Manning, Port Chalmers; John Kilgour, Port Chalmers; J. Kay, Blueskin; W. McFie, Waikouaiti; R. Mill, Waikouaiti; Jas. Carson, Waikouaiti; R. Templeton, Waikouaiti; T. Smith, Waikouaiti; P. Wilson, Waikouaiti; E. H. Clark, Palmerston; W. Gallon, Palmerston; S. Woolley, jun., Palmerston; J. Cameron, Hampden; John Menzies, Maheno; R. Hayes, Herbert; John Tait, Herbert; Robt. McDonald, Kakanui; Wm. Forrester, Weston; T. Miller, Weston; Alex. Bennett, Rother Street, Oamaru; Chas. Buist, Ure Street, Oamaru; W. C. Baudinet, Wharf Street, Oamaru; A. Gillies, Aln Street, Oamaru; Thos. Harris, Oamaru; Thos. Henderson, Ribble Street, Oamaru; R. Lindsay, Hull Street, Oamaru; John Mainland, Wansbeck Street, Oamaru; McCallum and Co., Oamaru; Jas. Rosie, Wear Street, Oamaru;

Edward Rowland, Oamaru ; J. G. Robertson, Reed Street, Oamaru ; Alfred Smith, Reed Street, Oamaru ; J. Sinclair, Dee Street, Oamaru ; D. Sinclair, Aln Street, Oamaru ; H. F. Sidon, Torridge Street, Oamaru ; Jas. Tait, Usk Street, Oamaru ; Robt. West, Wansbeck Street, Oamaru ; Hy. Winsley, Oamaru ; John Waugh, Wansbeck Street, Oamaru ; Chas. Wardle, Ngapara ; J. Walsh, Ngapara ; John Rive, Georgetown ; Malcolm Watt, Duntroon ; C. McBean, Duntroon.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award : That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award ; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of July, 1903, and shall continue in force until the 18th day of July, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of June, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. The week's work shall consist of forty-four hours' work—five days of eight hours' work each, commencing at 8 a.m. ; and a half-day, from 8 a.m. till noon on Saturday.

In the factories carried on by John Murdoch and Co., McCallum and Co., the Dunedin Hardware and Timber Company, and Thomson, Bridger, and Co. the week's work shall consist of forty-six hours and a half; the hours of commencing and leaving off work to be in accordance with the provisions regulating the hours of work in factories under the award now current, dated the 5th day of September, 1902, and made in an industrial dispute between the Otago Timber-yards and Sawmills Industrial Union of Workers and the above-named factory-owners and others.

Minimum Rates of Wages.

2. All journeymen carpenters, or journeymen carpenters and joiners, or journeymen joiners, shall be paid not less than 1s. 4d. per hour for work done on any day other than the days mentioned in paragraph 3 hereof.

Except in the factories mentioned in paragraph 1 hereof, no carpenter or joiner shall be paid by piecework.

Overtime.

3. Overtime shall be paid for at the rate of time and a quarter for the first four hours, and time and a half afterwards for all time worked on any one day beyond the time mentioned in paragraph 1 hereof. Time and a half shall be paid for all work done on New Year's Day, Easter Monday, the birthday of the reigning sovereign, Labour Day, Boxing Day, and the 2nd January. Double time shall be paid for all work done on Sundays, Christmas Day, and Good Friday.

Suburban Work and Country Work.

4. Journeymen shall be at the place where the work is to be performed at the hour appointed for the commencement of the work, but if such place is distant more than a mile and a half from the chief post-office of the city or town in which the employer's place of business is situate, each journeyman employed thereon shall be paid the ordinary rate of wages for the time occupied in proceeding thereto at the rate of four miles for every hour (with a proportionate allowance for more or less than an hour), however and by whatever means he may proceed thereunto, but there shall be deducted from such allowance the time occupied in proceeding for the first mile and a half from the residence of such journeymen. This rule shall apply also to apprentices.

5. Any journeyman or apprentice employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

6. Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman shall be paid more than an ordinary day's

wage for any day occupied by him in travelling, although the hours occupied by him in travelling shall exceed eight, unless he is upon the same day occupied in working for his employer.

7. When the distance requires journeymen employed upon country work to sleep away from home an additional allowance of 1s. per day for the time so occupied shall be paid to them, and their employers shall provide them with tents or other suitable sleeping-accommodation.

8. Notwithstanding anything in this award contained, any employer and his workmen may agree that in respect of any specified country work the hours of work may be other than those hereinbefore prescribed, without payment of overtime, but so that not less than the minimum wages prescribed in the award for ordinary work shall be paid to such workman.

Apprentices.

9. No limitation shall be put upon the number of apprentices. Apprentices shall serve an apprenticeship of five years, and shall be indentured. The wages to be paid to apprentices shall be not less than the following rates: For the first year of apprenticeship, 5s. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; and for the fifth year, £1 5s. per week.

10. Any employer before taking a youth as an apprentice shall be entitled to employ him for three months on probation. If at the end of such probation the employer shall continue to employ such youth, then such youth shall be legally apprenticed under the conditions of this award, and in such case the said period of three months shall be reckoned as part of the period of apprenticeship prescribed by the award.

Tools, &c.

11. On all works the employer shall provide a properly secured place for the safety of the employees' tools, and also all reasonable sanitary conveniences.

12. When men who have been employed for not less than four weeks are discharged one hour and a half shall be allowed them to put their tools in order, except where the employer keeps a grindstone for the use of the workmen employed on any particular job; in such case one hour only shall be the allowance.

Payment of Wages.

13. All wages shall be paid weekly or fortnightly, and punctually at the termination of the working-hour, either on the works or at the shop.

Journeymen unable to Earn the Minimum Wages.

14. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing by any employer and the president or secretary of the workers' union; and, in default of such

agreement within twenty-four hours after such journeyman has applied in writing to the secretary of such union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district after twenty-four hours' notice in writing shall have been given to him by such journeyman, and such secretary as well as the employer or proposed employer shall be entitled to be heard before such Chairman upon such application.

Where the employer or proposed employer shall reside more than twenty miles from the Chief Post-office, Dunedin, such wages may be fixed by the Stipendiary Magistrate for the district in which such employer or proposed employer shall carry on business. In such case, if there be a recognised agent of the workers' union residing in such place, twenty-four hours' notice of such application to such Magistrate shall be given to such agent, and such agent, as well as the employer or proposed employer, shall be entitled to be heard by such Magistrate upon such application.

Any journeyman whose wages shall have been agreed upon or fixed in the manner prescribed in the foregoing clauses may work and may be employed by any employer for such lesser wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall be given to him by the secretary or recognised agent of the union requiring his wages to be again fixed in the manner prescribed by this award.

Preference.

15. If and after the workers' union shall so amend its rules as to permit any person now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of the said union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding, whether payable weekly or otherwise, 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, and shall give notice of such amendment by advertisement in the *Otago Daily Times* and *Dunedin Star*, newspapers published in Dunedin, and in the principal daily newspaper published in Oamaru, then and in that case, and thereafter, employers shall, when engaging journeymen, employ members of the workers' union in preference to non-members, provided that there are members of the said union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

16. So soon as the said union shall perform the conditions entitling the members thereof to preference under the foregoing clause, and at all times thereafter, the said union shall keep at some convenient place within one mile from the Chief Post-office, Dunedin, a book to be called "the employment-book," wherein shall

be entered the names and exact addresses of all members of the union residing within a radius of twenty miles from the said chief post-office who are for the time being out of employment, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding six calendar months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the said executive shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep such employment-book in the manner prescribed by this award, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provision for preference.

17. A similar book shall be kept at some convenient place within one mile of the Chief Post-office, Oamaru, showing the names and addresses of all members of the union for the time being out of employment within a radius of ten miles from the Chief Post-office, Oamaru, and the provisions of the foregoing clause shall in like manner apply to such book.

18. Notice of the places respectively where such employment-books shall be kept shall be given by advertisement, in respect to the Dunedin book, in the *Otago Daily Times* and *Dunedin Star* newspapers, and, in respect to the Oamaru book, by advertisement in the principal daily newspapers published in Oamaru.

19. The provisions of clause 15 hereof shall apply only to employers carrying on business within a radius of twenty miles from the Chief Post-office, Dunedin, and within a radius of ten miles from the Chief Post-office, Oamaru.

No-discrimination Clauses.

20. No employer shall discriminate against members of the union, and no employer shall in the dismissal or engagement of his workmen, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

21. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

Exemption from Award.

22. The provisions of clause 15 of this award shall not apply to the Union Steamship Company of New Zealand, it having been

agreed at the hearing of this dispute that this exemption from the said clause should be made.

Term of Award.

23. This award shall take effect from the 18th day of July, 1903, and shall continue in force until the 18th day of July, 1905.

Limitation of Award.

24. This award shall not apply to the employers or to the district mentioned in an award of even date made by this Court and entitled "The Carpenters and Joiners' (Southland) Award."

In witness whereof the seal of the said Court hath been heretofore put and affixed, and the President of the Court hath heretofore set his hand, this 27th day of June, 1903.

THEO. COOPER, J., President.

REASONS FOR THE AWARD.

In this matter we have considered it necessary to make two awards, one for the Otago portion of the industrial district and one for the Southland part of the district. None of the employers in Otago have desired us to hear evidence outside Dunedin [and many of them were represented at the hearing in Dunedin], and no objection to the fixing of the minimum rate for competent journeymen at 1s. 4d. per hour was made on their behalf. But, in respect to the Southland employers, an application was made to the Court to hear this branch of the case at Invercargill, and the matter has been investigated by us there. The evidence is clear that in Southland the ruling rate of wages for carpenters and joiners has hitherto been 1s. 1½d. per hour. The union have asked us to raise this rate to 1s. 4d. per hour. After fully considering the evidence adduced before us, we are of opinion that we are not justified in making so great an alteration in the ruling rate; but we consider that, taking all the surrounding circumstances into consideration, we ought to increase the present rates paid to competent men in this district from 1s. 1½d. to 1s. 3d. per hour. In this respect the award for Southland differs from the award for the rest of the district.

We have not fixed the wages for foremen. We think that to do so would lead to difficulties and disputes, and we follow the course we have adopted in other districts, and simply fix the minimum rate to be paid to competent journeymen.

We see no reason to depart from the provisions for apprentices made by us in the other parts of the colony. Indenturing has been the practice here, and was a term of the last award, and we make no alteration in this respect. Nor do we feel justified in restricting the number of men who may be employed at lesser rates (to be fixed in the manner prescribed in the award). We have in our judgment in the Wellington carpenters' dispute drawn attention to the pro-

visions of the Act in this respect requiring us to provide a tribunal for the fixing of a wage for any journeyman who is unable to earn the minimum wage, and we see no reason to express any different view in this dispute. There is nothing else calling for special mention.

THEO. COOPER, J.

(629.) DUNEDIN BAKERS AND PASTRYCOOKS.—AGREEMENT.

THIS agreement, made in pursuance of the Industrial Conciliation and Arbitration Act of 1900, and the amendments thereof, this 26th day of June, 1903, between the Dunedin Bakers and Pastrycooks' Union, being an industrial union of workers registered under the Industrial Conciliation and Arbitration Act of 1900, and the undersigned master pastrycooks of Otago and Southland (hereinafter called the "employers") witnesseth that it is mutually agreed by and between the aforesaid union and the employers to observe and carry out, abide by, and be bound by the terms, conditions, and provisions set forth in the reference for carrying on the business of the pastrycooks.

This industrial agreement shall come into force on the 1st day of July, 1903, and terminate on the 30th day of June, 1905.

REFERENCE.

1. That the hours of labour shall be fifty-one per week. No overtime to be paid until such hours have been worked.

2. That the hours of starting work shall not be earlier than 6 a.m. on Tuesdays, Wednesdays, Thursdays, and Fridays, 5 a.m. on Mondays, and 4 a.m. on Saturdays. In cases of emergency and days before and on holidays, earlier to be allowed if agreed upon between the master and foreman.

3. If overtime be required time and a quarter shall be paid for the first four hours, and time and a half afterwards, excepting hot-cross-bun night, when double time shall be paid after 6 p.m. In shops where men have to go back on Saturday evenings, they shall go back at 5 p.m., but will cease work at 9 p.m., and for the four hours they shall be paid at the rate of time and a quarter.

4. Each man shall be allowed six days' holiday each year, with full pay, also Christmas Day and Good Friday. In event of a man not being able to get his holidays, his employer shall pay him double time for the holidays worked. In event of any man leaving his employment before he has received his holidays he shall be paid *pro rata* according to time worked.

5. Apprentices must serve five years, indenturing to be optional. If an employer shall, from any unforeseen cause, be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

6. That the proportion of apprentices be as follows: One apprentice to each man, but not more than three apprentices to be

allowed in any one shop. The rate of wages to be 7s. 6d. for the first half-year, 10s. for the second, 12s. 6d. for the third, 15s. for the fourth, 17s. 6d. for the fifth, £1 for the sixth, £1 2s. 6d. for the seventh, £1 5s. for the eighth, £1 7s. 6d. for the ninth, and £1 10s. for the tenth. If overtime shall be required, he shall be paid 9d. per hour for the full period of apprenticeship.

7. In the case of an inferior tradesman, his wages shall be settled by a tribunal of two men from the operators' union and two men from the employers' union: Providing that no amicable settlement can be arrived at, then the Chairman of the Conciliation Board shall definitely decide what the wage shall be.

8. The rate of wages paid the pastrycooks shall be as follows: Foreman, £3 per week; second hand, £2 10s. per week; table-hand, £2 5s. per week. Wages to be paid every Saturday on the termination of the day's work.

9. Jobbers shall be paid 10s. per day, or £2 10s. if engaged by the week. In event of jobber being employed as foreman he shall receive foreman's wages.

10. That the time-book be kept in every bakehouse, and that the hours of labour be recorded daily by the foreman and initialled by him.

11. That preference of employment shall be given to members of the union.

12. That the employment-book of the union shall be kept in the Trades' Hall, Moray Place, showing names of idle men and their qualifications, &c. That all men for jobbing must be selected from employment-book.

13. Employers in the country requiring men are requested to write to the secretary of the union for such.

14. That a copy of this agreement shall be hung in every pastry-cook's bakehouse in Otago and Southland for reference.

15. Half an hour for breakfast and one hour for dinner. The dinner to be taken any hour between 12 p.m. and 2 p.m.

James Brown, 65, George Street; Hopkins and Son, Dunedin; William Wood, Rattray Street; Searle and Eberhardt, Princes Street; George Purches, George Street; E. Aldred, George Street; John Hutchison, Princes Street; John C. Kroon, Filleul Street; J. J. Helmkey and Son, George Street; A. Wood, 20, George Street; A. Binnie, 87, George Street; Frank Matthews, 238, Princes Street; Samuel Wotton, jun., South Dunedin; James Mitchell, Oamaru; Hepburn Bros., Oamaru; R. J. Keys, Oamaru; F. Meyer, Oamaru; Daniel Hart, 87, George Street; Katherine Murray, 54, Princes Street.

Signed on behalf of the union—

JOHN OLIVER, President.
WM. McCRONE, Secretary.

(630.) SEAMEN'S UNION V. UNION STEAMSHIP COMPANY (CASES OF S.S. "CORINNA" AND S.S. "HAWEA") — BREACHES OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Seamen's Award and of the Union Steamship Company of New Zealand.

Mr. Hosking for the Seamen's Union; Mr. Sim for the Union Steamship Company.

JUDGMENT of the Court:—

The case of the s.s. "Corinna":—

The question in this matter which is submitted for the decision of the Court arises upon the matters alleged in the application filed herein, and which are as follow: "That the deck-hands of the s.s. 'Corinna' on two occasions—namely, on a Sunday morning in the month of December, 1902, and on or about the 10th day of March, 1903—while the said vessel was on arrival at Timaru moored to a buoy before proceeding to the wharf did in compliance with the orders of the ship's officers keep anchor watches and shift ship between the hours from 5 p.m. to 7 a.m." The "Corinna" trades between Dunedin and certain ports, one of which is Timaru. She occasionally arrives at Timaru at night, and sometimes during the day. It is not always convenient for the ship to berth alongside the wharf, and the master finds it necessary on such occasions to fasten the ship to a buoy. This buoy is within the protection of the breakwater, but is some distance from the wharf, and is situate in the fairway. While the ship is at the buoy she is bound at night to have the necessary riding-lights. Under the award the hours for seamen when in port are from 7 a.m. to 5 p.m., and the award provides for the payment of overtime for all work done in port outside those hours, except work necessary for the safety of the ship. There is provision for a nightwatchman when the ship is in port, and there is also provision for sea watches if circumstances require it when the vessel is in port or "at anchor in bays or roadsteads." The union claim overtime for the time occupied by seamen while at watch during the time between 5 p.m. and 7 a.m. that the ship is in the fairway fastened to the buoy. The company contend that the position of the ship under such circumstances is such that it is necessary for her safety that anchor watches should be set, and that the provision in reference to nightwatchmen does not apply to such a case as this. We are of opinion that the company's contention is right. The sole question is whether the course adopted by the master is one which under the circumstances above stated is rendered necessary for the safety of the ship. It is obvious that a vessel moored to a buoy in the fairway in such a port as Timaru is in a very different position from a vessel tied up alongside the wharf. Different lights have to be kept, and the vessel is subject to certain dangers which do not arise when she is safely fastened alongside a wharf. We think it is quite clear that the work done by the seamen under such circumstances is work

"necessary for the safety of the ship," and we answer, therefore, that the seamen are not entitled to overtime for such work.

In the case of the s.s. "Hawea":—

In this case the "Hawea" is employed during the season, from about January to June, as a cattle-ship, carrying sheep from Napier to Lyttelton. She carries, as a rule, about three thousand sheep on each trip; sometimes more, sometimes less; but her main freight is sheep. The union claims that any seaman who is required during his watch between the hours of 5 p.m. and 6 a.m. and while the ship is at sea to attend to sheep carried under the circumstances above stated is entitled to be paid overtime. The award provides that any work performed by seamen on coastal steamers between the hours of 5 p.m. and 6 a.m. while the ship is at sea shall be paid for as overtime, with the following exceptions: Work necessary for the safety or navigation of the ship; and clearing decks, stowing cargo, gear, &c., for half an hour after leaving port. What is done is thus described by Payne, a seaman: "The sheep are carried on the main decks, 'tween decks, and lower hold, in pens. We are ordered to go through the sheep and report to the officer on duty. The officer on watch generally whistles for us to go down. We go through the pens to see if the sheep are all right. If they are sick we have to pull them out into the air. It is a very dirty job." In our opinion, the seaman is entitled to be paid overtime for such work done by him between the hours of 5 p.m. and 6 a.m. while the ship is at sea upon steamships engaged, as the "Hawea" is, in the trade of carrying sheep during the season between the various ports of the colony. It cannot be, in our opinion, reasonably contended that such work is "work necessary for the safety or the navigation of the ship."

Dated at Dunedin, this 27th day of June, 1903.

THEO. COOPER, J., President.

(631.) OTAGO TIMBER-YARDS AND SAWMILLS UNION.—APPLICATIONS FOR ENFORCEMENTS OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland District.—Otago Timber-yards and Sawmills Union v. Thomson, Bridger, and Co.—Application for enforcement of award.

Mr. Barclay for the union; Mr. Chapman for defendants.

JUDGMENT of the Court:—

In this case, which is an application for enforcement of the award against the defendants on the ground that they have employed Charles Lorimer as a first-class machinist and have only paid him the wages prescribed for a second-class machinist, the evidence of Charles Lorimer is that he is employed as a second-class machinist, and is doing the work of a second-class machinist, and receiving the pay of a second-class machinist. It is clear,

therefore, that no breach has been committed, and the application must be dismissed, with £2 2s. costs, and witnesses' expenses and Court fees to be paid by the union.

THEO. COOPER, J., President.

Same union *v.* McCallum and Co.—Wallace's case.

Mr. Barclay for the union ; Mr. Chapman for defendants.

JUDGMENT of the Court :—

This is an application for enforcement against McCallum and Co., and arises out of the following facts : Wallace had been in the employment of the defendants for a little over three years. In October, 1902, and after the coming into operation of the award, he was discharged without receiving a week's notice. He was told on a Thursday evening that he was to finish up and leave on the following Saturday. It is not suggested that he was guilty of any fault, but the defendants considered that clause 10 of the award did not apply. Clause 10 provides that if a man has been regularly employed for a period of six months, then a week's notice is to be given by either side. Wallace at the time of his discharge had been regularly employed by the defendants for a period of more than six months, and clause 10 of the award clearly applies to all men in the employment of any of the parties bound by the award at the time the award came into force. He was therefore entitled to a week's notice. The case is not one calling for more than a moderate penalty, and we therefore order the defendants to pay to the union a penalty of £1, together with £2 2s. solicitor's costs, and disbursements and Court fees to be ascertained by the Clerk of Awards.

THEO. COOPER, J., President.

(632.) OTAGO IRON AND BRASS MOULDERS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland District.—Otago Iron and Brass Moulders' Union *v.* J. Anderson and Co.—Application for enforcement.

Mr. Barclay for the union ; Mr. Garrow for defendants.

JUDGMENT of the Court :—

The defendants in this case are charged with having committed a breach of the award by employing one George Henry Jeffs at less than the minimum wage as a moulder. Mr. Garrow, on behalf of the defendants, admits the charge, but states that the man was not worth the minimum wage. This may or may not have been the case. If he was an incompetent workman the defendants should have obtained, or have seen that the man obtained, a permit under clause 10 of the recommendations, which in this trade have become under the Act the award. The circumstances detailed in the evidence of Jeffs render it manifestly unfair that the Court should

order that the defendants should pay the difference between the wages actually paid to Jeffs and the minimum wage fixed by the recommendations. We consider, however, that a substantial penalty should be ordered, and we order the defendants to pay to the union a penalty of £5, and £2 2s. solicitor's costs, and witnesses' expenses and disbursements to be ascertained by the Clerk of Awards.

THEO. COOPER, J., President.

(633.) DUNEDIN BUTCHERS—APPLICATION FOR ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—Inspector of Factories (for Dunedin Butchers' Union) *v.* Rennie.—Application for enforcement.

Mr. Hay for the complainant ; Mr. Sim for the defendant.

JUDGMENT of the Court:—

The defendant is charged with employing Edward Moore as a second shopman and only paying to him the wages of a general hand. The union have entirely failed to establish the charge. Moore himself in his evidence states that he was engaged as a general hand, that he had no experience as a shopman, and that after the second shopman left he did not take his place, but continued the work of a general hand, although he occasionally under Mr. Rennie's supervision helped to cut orders for the cart, and occasionally served people in the shop, but did not cut orders for them. He states that he was not dissatisfied, and that he did not complain to Rennie, and he admits that the major portion of his work was that of a general hand, and that he had no sufficient experience to take the position of a second shopman. He also states that the work which had been previously done by a second shopman who had been in the employment of Rennie, but who had left, was after this man left done by Rennie himself, and not by him (Moore). The application must be dismissed with £2 2s. costs, and witnesses' expenses and Court fees to be ascertained by the Clerk of Awards.

THEO. COOPER, J., President.

(634.) DUNEDIN CARTERS.—APPLICATION FOR ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—Dunedin Carters' Union *v.* McKewen.—Application for enforcement.

Mr. Barclay for the union ; Mr. Sim for the defendant.

MR. BARCLAY stated that it had been agreed between himself, on behalf of the union, and Mr. Sim, on behalf of the defendant, that the sum of £22 10s. should be ordered to be paid to the union for

the three men concerned—Stait, Black, and Skene. The question involved was the amount of the deductions which had been made from these men's wages for board and lodging.

Mr. Sim concurred.

The Court ordered the defendant to pay to the union the said sum of £22 10s., together with £2 2s. solicitor's costs, and Court fees and witnesses' expenses to be ascertained by the Clerk of Awards.

THEO. COOPER, J., President.

(635.) SEAMEN'S UNION.—APPLICATION FOR ENFORCEMENT OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—Seamen's Union *v.* Union Steamship Company (the "Taieri" case.)—Application for enforcement.

Mr. Hosking for the union ; Mr. Sim for the company.

In this case, after some evidence had been taken, Mr. Hosking applied for leave to withdraw the application on the ground that a misunderstanding had arisen, and that the facts deposed to did not amount to a breach of the award.

Mr. Sim concurred in the application.

Application withdrawn by consent.

THEO. COOPER, J., President.

(636.) DUNEDIN TAILORESSES.—ENFORCEMENT OF AWARD.—BY ORDER THE COURT.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—Tailoresses' Union *v.* Ross and Glendining.

Mr. Hally for the Union ; Mr. Sim for the defendant.

THE decision in this case was given on the 19th November, 1902, and Mr. Hally and Mr. Sim were appointed to meet and arrange the amounts of back wages which were to be paid by the defendants in accordance with that decision. (See p. 1196, *Labour Journal*, 1902.) The Court was now informed that this had been done, and that the questions remaining to be decided were what penalty (if any) should be ordered in addition to the amount of the back wages, and what costs the defendants should pay. After the matter had been discussed, it was agreed that the defendants should, in addition to the back wages, pay to the union a nominal penalty of 1s. and the sum of £4 19s. costs in addition to the costs already agreed upon between Mr. Hally and Mr. Sim.

The Court ordered accordingly.

THEO. COOPER, J., President.

(637.) OTAGO TIMBER-YARDS AND SAWMILLS.—APPLICATIONS TO ALTER TERMS OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.

THIS was an application to alter the terms of the award. The Court ruled that there being no error or defect in the award, and the award being full and explicit in its terms, the provisions of section 87 of the Act did not apply, and that the Court ought not to reopen an award on the application of a dissatisfied party. The Court had already ruled that it had no power to do so, and that the policy of the Act was that an award should not be reopened during its currency, except in strict accordance with the provisions of section 87.

The application was dismissed.

(638.) OTAGO TRAMWAYS, OTAGO DREDGEMEN, AND OTAGO BRICKMAKERS.

SIMILAR applications were made in respect of these awards, and were dismissed upon the same ground.

THEO. COOPER, J., President.

(639.) OTAGO BRICKMAKERS' AWARD.—DECISION ON APPEAL BY C. AND W. SHIEL.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial Districts.

THIS was an appeal from the decision of the Chairman of the Board of Conciliation reported in the *Labour Journal*.

The Court upheld the decision of the Chairman, and informed the appellants that the matter now brought before the Court had not been brought before the Chairman, and that the proper course under the award was for the appellants to submit the question now raised to the Chairman for his decision.

THEO. COOPER, J., President.

FILED IN SEPTEMBER.

WELLINGTON INDUSTRIAL DISTRICT.

(640.) WANGANUI BUTCHERS. — RECOMMENDATIONS.

In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of a dispute between the Wanganui Operative Butchers' Industrial Union of Workers and the following employers: Tucker Bros., Ridgway Street, Wanganui; T. S. Bristol, Avenue, Wanganui; Aramoho Meat Company, Wanganui; Caddy and Co., Ridgway Street, Wanganui; George Foy, No. 1 Line, Wanganui; Heinold, Avenue, Wanganui; J. Calver, River Bank, Wanganui; Perrett and Sons, Wanganui.

THE Conciliation Board for the Industrial District of Wellington, having received the necessary proofs establishing its jurisdiction in the above matter, and having heard the parties and their evidence, and having carefully inquired into the said dispute, recommends as follows:—

That the parties to the said dispute enter into an industrial agreement for a period commencing after the expiry of one month from the filing hereof and enduring until the 28th day of September, 1905, the agreement to contain the following provisions:—

1. The hours of labour shall not exceed fifty-seven in any week, and for the purpose of calculating the hours of labour each of the holidays mentioned in paragraph 3 hereof shall be deemed to be a day on which eight hours shall have been worked although no work has been actually done on such holiday. The hours of labour shall cease not later than 10 p.m. on every Saturday.

2. First shopman shall be paid not less than £2 15s. per week and found; if not found, 10s. per week to be added to the weekly wage. Second shopman, £2 7s. 6d. and found, or addition to weekly wage as above. Third shopman, £2 and found, or addition to weekly wage as above. First small-goods man, £2 15s. and found, or addition to weekly wage as above. Second small-goods man, £2 1s. and found, or addition to weekly wage as above. Men in charge of a hawking-cart, £2 1s. and found as above. Men in charge of an order-cart, £2 1s. and found, or addition to weekly wage as above. Rider-out in charge of a round, according to his

age, the same as is prescribed for boys of a similar age, or, if over the age of twenty-one years, the same amount as is prescribed for a boy over the age of twenty and under the age of twenty-one years. Riders-out to be found in addition, or, if not found, 7s. 6d. to be added to their weekly wage. Boys, if under sixteen years of age, 7s. 6d. per week and found. Boys, if over sixteen and under seventeen years of age, 10s. per week and found. Boys, if over seventeen and under eighteen years of age, 12s. 6d. per week and found. Boys, if over eighteen years of age and under nineteen years of age, 15s. per week and found. Boys, if over nineteen and under twenty years of age, 17s. 6d. per week and found. Boys, if over twenty and under twenty-one years of age, £1 per week and found. In any case where a boy is not found, 7s. 6d. is to be added to his weekly wage. General hands, £2 1s. per week and found, or, if not found, 10s. per week to be added to the weekly wage. Casual labour: Each man employed to be paid 9s. 6d. per day, except when employed for a Saturday only; if employed on a Saturday only the rate of pay to be 11s. for the day.

3. The following holidays shall be allowed without any stoppage of pay: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Prince of Wales's birthday, Christmas Day, Boxing Day, Anniversary Day, and the day on which the annual butchers' picnic is held.

4. The proportion of boys employed by any employer to men shall not exceed one boy to every three men or fraction of three men. For the purpose of determining the proportion of boys to men, in taking any new boy the calculation shall be based on a two-thirds full-time employment of men for the previous twelve calendar months.

5. All employees other than boys and those engaged in shops in which a pork-butcher's business only is carried on to be allowed meat to an amount not exceeding in value 5s. per week.

6. The practice of paying commission in addition to, or as part wages, to be discontinued.

7. Preference to union men: So long as the rules of the union permit any person of good character and sober habits, and a competent workman, to become a member on payment of an entrance fee not exceeding 5s. upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work; but this shall not compel an employer to refuse employment to any person now employed by him.

8. When union and non-union men are employed together they shall work in harmony, and shall receive equal pay.

9. Any difference as to the meaning and intention of the foregoing clauses shall be submitted to a committee consisting of two

employers and two members of the workers' union for settlement. Should the committee fail to arrive at a satisfactory conclusion, the matter in dispute shall be submitted in writing to the Wellington Conciliation Board, whose decision shall be final.

These recommendations will be lodged with Clerk of Awards, Wellington, on the 28th day of August, 1903.

An industrial agreement embodying the above conditions to be entered into on or before the 28th day of September, 1903.

B. L. THOMAS,
Chairman of Board.

WESTLAND INDUSTRIAL DISTRICT.

(641.) RIMU GOLD-MINERS.—RECOMMENDATIONS.

Under "The Industrial Conciliation and Arbitration Act, 1900."—

Before the Board of Conciliation in the Westland Industrial District.—In the matter of an industrial dispute between the Rimu Gold-miners' Industrial Union of Workers and Alfred Dehu, Arthur Clifton, Thomas O'Neil, David Beatty, Francis Wall, and William Wall, all of Rimu; and Christie Neilson and Robert Ferguson, both of Woodstock, claim-holders and employers of labour; and John Duske, of Rimu, manager of the Rimu Sluicing Company.

THE Board, having heard the Rimu Gold-miners' Industrial Union of Workers by its representatives duly appointed, and having heard the employers who, as parties to the dispute, appeared in person before the Board, and having taken evidence and heard arguments, and having carefully considered all the particulars of the dispute, doth recommend that the dispute be settled on the following conditions:—

1. All hired labour in the district in connection with gold-mining shall be paid for at the rate of 9s. 6d. per day of eight hours when three and a half days or less than three and a half days of work is the maximum of days of work possible in a week, and at the rate of 9s. per day of eight hours when the number of days of work possible in a week shall exceed three and a half days. All overtime to be paid for at the rate of 1s. 6d. per hour.

2. The local employers of labour shall give preference of employment to members of the Rimu Gold-miners' Industrial Union of Workers, provided the secretary of such union supplies the employers with a list of unemployed unionists.

3. If any member of the union shall be discharged for improper conduct towards his employer, such improper conduct shall be reported to such union by the aggrieved employer.

4. Should any dispute arise during the term of this settlement which is not herein provided for, such matter or dispute shall be referred to and come before the representatives of the various employers and this union bound by this settlement, with a view to coming to terms of settlement.

5. The terms, conditions, and provisoes set out in the said foregoing paragraphs shall form the basis of an industrial agreement to be entered into by the respective employers and the Rimu Goldminers' Industrial Union of Workers, and the agreement shall commence after expiry of one month from the date of the filing hereof and continue for a period of two years from such date.

Given under my hand, at Rimu, this 30th day of July, 1903.

W. GRIGG, Chairman.

FILED IN OCTOBER.

WELLINGTON INDUSTRIAL DISTRICT.

(642.) WELLINGTON HAIRDRESSERS.—AGREEMENT.

In the matter of an industrial agreement made in pursuance of the above-named Act between the Wellington Hairdressers' Assistants' Industrial Union of Workers and the employers, this 22nd day of August, 1903, and settled on the following conditions.

Classes of Labour.

CLAUSE 1. That two classes of labour shall be recognised — (a) journeymen, and (b) apprentices. "Journeyman" to mean a hairdressers' assistant who has worked for not less than five years at the trade.

Hours of Labour.

Clause 2. That the recognised hours of work shall be fifty-five hours per week, to be worked between the hours of 8 a.m. and 8 p.m. on Mondays, Tuesdays, Thursdays, and Fridays; not less than one hour to be allowed off for dinner and one hour for tea on each of those days. On Wednesdays the hours of work to be from 8 a.m. until 1 p.m. Saturday hours to be from 8 a.m. until 10.30 p.m.; not less than one hour to be allowed off for dinner and one hour for tea. No assistant to be employed in the saloon after the aforementioned hours fixed for the ceasing of work. On the day previous to Christmas Day and New Year's Day Saturday hours to be observed; on the day previous to all other full holidays work to cease at 10 p.m.

Wages.

Clause 3. That all journeymen shall be paid a minimum wage of £2 8s. per week; casual labour to be paid at the rate of 1s. per hour. Journeymen engaged to do board-work generally with or without gents' hand shall receive at least £2 15s. per week. Any journeyman who does a little of board-work, so that the hours worked at the board amount to as much as a day in a week, shall for that week be paid at least £2 15s. Apprentices to be paid according to the following scale: First year, 5s.; second year, 10s.; third year, 15s.; fourth year, £1; fifth year, £1 10s. All wages to be paid weekly, and in the employer's time.

Incompetent Clause.

Clause 4. That any journeyman who is not capable of earning the wage mentioned in clause 3 may be paid such less wage as may from time to time be agreed upon in writing between any employer and the president of the union. Any journeyman whose wages shall have been so fixed may work for such employer for such less wage for a period not exceeding six calendar months. That where casual labour is employed for any time less than one full week such casual labour to be paid at the rate of 1s. per hour; if employed for more than a week, to be paid not less than the minimum wage.

Clause 5. That the proportion of apprentices be one for every three journeymen, or fraction of three. The employer to be allowed to take on a second apprentice after the first has served four years of his time, and apprentices to be indentured for five years. Master to be counted as first journeyman when a practical hand. That apprentices shall have three months' trial, and in event of proving satisfactory date back.

Clause 6. That the following holidays shall be given in full without stoppage of pay: New Year's Day, Anniversary Day, picnic day (second Wednesday in February), Good Friday, Prince of Wales's Birthday, Labour Day, King's Birthday, and Christmas Day; and that Easter Monday and Boxing Day be holidays from 10 a.m.; all of them also on full pay. Wednesday half-holiday not to apply when another holiday comes in the same week. If any of the above holidays should fall on a Saturday, Sunday, or Monday, the employees shall work until 10 a.m. on the Saturday or Monday as required

Clause 7. Any employer shall have the right to arrange with any of his employees to take charge of the front shop on one (only) night in the week, but not later than 9.30 p.m.; provided that it is not for the purpose of the said employer doing work in the saloon; time for same to be made up to the employee. No assistant shall work at his trade on his own account while in full-time employment of any employer.

Clause 8. That while the union's rules permit any person now employed in the trade in this industrial district and any person who may hereafter reside in this industrial district, and who is a competent journeyman hairdressers' assistant, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or election, then and in such case and thereafter employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

Clause 9. That, as between the union and the members thereof and the employers and each and every of them, the terms, condi-

tions, and provisions set out in the foregoing paragraphs shall be binding on every member thereof, and upon the employers and each and every of them, and that the said terms, conditions, and provisions set out in the said foregoing paragraphs shall be binding upon every member thereof, and upon the employers and each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of the Board's recommendation; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof, and on the part of the employers and each and every of them, respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the Board recommends that any breach of the said terms, conditions, and provisions shall constitute a breach of this recommendation, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach; provided, however, that the aggregate amount of penalty under or in respect of this settlement shall not exceed the sum of £500.

Clause 10. That an industrial agreement embodying the foregoing conditions be entered into between the parties interested, and to remain in force to the 21st August, 1905, inclusive.

Clause 11. That this settlement shall be for two years from the 22nd August, 1903, to the 21st August, 1905, both days inclusive.

Signed on behalf of the Wellington Hairdressers' Industrial Union of Workers—

J. C. CUSACK, President.

T. ATKINSON, Secretary.

Signed on behalf of the Wellington Master Hairdressers and Tobacconists' Association—

ALBERT RICHARDS, President.

WILLIAM GILBERT, Secretary.

(643.) THE NEW ZEALAND BOOT TRADE.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment, and of an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workmen and the New Zealand Boot-manufacturers' Industrial Union of Employers.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives

duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 24th day of October, 1903, and shall continue in force until the 24th day of October, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 24th day of September, 1903.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

STATEMENT OF WAGES AND CONDITIONS OF LABOUR.

Rule 1.—Preference of Employment.

Throughout all the departments recognised by this award preference of employment shall be given by employers to members of the New Zealand Federated Boot Trade Union, and on the part of the union preference of service shall be given to the members of the employers' federation, it being understood that in each case all things must be equal.

When a non-unionist workman is engaged by an employer in consequence of the union being unable to supply a workman of equal ability willing to undertake the work, at any time within twelve weeks thereafter the union shall have the right to supply a man capable of performing the work, providing the workman first engaged declines to become a member of the union. This provision shall also apply to those non-union workmen already employed.

Rule 2.—Departments.

These rules and conditions shall apply to the clicking, making, finishing, and outsole-cutting department.

Rule 3.—Machinery and Subdivision of Labour.

It is the manufacturer's right to introduce whatever machinery his business may require, and to divide or subdivide labour in any way he may deem necessary, subject to the payment of wages as hereinafter set forth in these rules.

Any system of subdivision may be used either in connection with hand or machine labour, but the employer must arrange the subdivision so that the product of each man is a separate and independent operation.

Rule 4.—Control of Factory, &c.

Every employer is entitled—

- (a.) To the fullest control over the management of his factory ;
- (b.) To make such regulations as he deems necessary for time-keeping and good order.

Rule 5.

Employers shall find all grindery, workshops, light, &c., and serve out all colours and materials used in connection with the trade.

Rule 6.

All work in clicking, making, and finishing shall be performed in the factory workshops, except when permits to work at home are granted to workmen who are physically unfit to attend.

Such permits shall be obtained from the committee set up under the provisions of rule 13.

Rule 7.—Classification of Departments.

The various departments shall be classified as follows : (1) The clicking department, consisting of clickers ; (2) the making department ; (3) the finishing department ; (4) outsole-cutters. Finishing department shall commence with the operation of edge-trimming.

Rule 8.—Hours of Work.

The regular hours of work may be fixed by agreement between each employer and his workmen ; but, if no agreement, then between the hours of 8 a.m. and 5 p.m. on five days of the week, and 8 a.m. and 11.45 a.m. on the recognised factory half-holiday.

Rule 9.—Wages.

No employer employing workmen shall (except as hereinafter provided) pay to any such workman any less sum than 11½d. per hour.

Any time lost through default of the workman or by reason of the breakdown or accident to any of the machinery used by the employer shall be deducted from his wages at the same rate per hour which he receives for his services.

Rule 10.—Overtime.

An ordinary working-week shall be deemed to consist of forty-five hours. All overtime beyond this shall be paid for at the rate

of time and a quarter, but subject to the special conditions as set forth in subsections (a) and (b).

(a.) Each workman shall, if requested by his employer, work overtime for two hours on one day in any week at his ordinary rate of pay, but forty-seven hours must have been worked before overtime rates shall be paid.

(b.) Should, however, a public holiday intervene or time be lost under the direction of the employer, the time so lost shall be deducted from the forty-seven hours, and not from the overtime.

Rule 11.

Nothing herein contained shall restrict the right of the employer, if the slackness or exigency of his trade shall render it necessary, to require any section of workmen employed on any particular class of work to work for a part only of any day, but a part of a day shall not be less than four hours.

In such case the workman shall be paid only for such hours as he shall actually work. Each employer shall be required to provide a notice-board, placed in a conspicuous place in the factory or workshop, whereon shall be noted any time to be lost by the workmen. The notice to be given on the day preceding the day on which the lost time commences. This condition not to apply in cases of accident or breakdown of machinery.

Rule 12.—Termination of Employment.

Twenty-four hours' notice of the termination of the service of the workman shall be given by the employer to the workman, and by the workman to the employer.

Rule 13.

In the case of men who are incompetent to command the minimum wage, they may refer their case to a committee consisting of two persons appointed by the Boot-manufacturers' Federation, or any branch thereof, and two persons appointed by the Bootmakers' Union, or any branch thereof, who shall deal with the application, and their decision shall be final.

Every permit to work below the minimum wage shall be indorsed by the committee, and the permit shall only apply to the employer who for the time being is willing to employ the incompetent workman.

A complete list of all permits shall be in the possession of the local committee of the employers' federation and the workmen's union.

All permits must be renewed at least once every six months.

Rule 14.—Employment of Apprentices.

(a.) All apprentices shall be under journeymen, and not under other apprentices. Such journeymen shall not receive any commission out of the earnings of the apprentices under their charge.

(b.) All apprentices shall serve for a term of five years, and shall be indentured.

(c.) The proportion of apprentices to journeymen of the several branches of the trade shall be as follows, and not greater : Clicking department, one apprentice to every three men or fraction of the first three ; making department, one apprentice to every four men or fraction of the first four ; finishing department, one apprentice to every four men or fraction of the first four.

(d.) For the purpose of determining the proportion of apprentices to journeymen, a given number of men must have been employed in any shop or factory for six months equal to two-thirds full time.

(e.) The preceding rules are not to interfere with the engagement of present apprentices, but no new apprentices shall be taken by any employer until the number of apprentices employed by him shall be reduced to the proportions herein provided.

(f.) Employers' sons shall not be restricted by the foregoing rules, and, if journeymen, shall not be counted in calculating the proportion of apprentices to be allowed in the department in which they are employed.

(g.) Boys employed in putting lasts, feeding heeling-machines, and inking edges for edge-setting machines shall not be counted as apprentices, but the proportion of boys for inking edges shall not exceed one to each edge-setting machine. Boys provided for under this clause shall not be permitted to do any other trade operation.

Rule 15.—Youths.

(a.) In every department where the employer does not employ apprentices he may employ youths, in the proportion of one youth to every four men or fraction of first four, provided that the period of improvement does not extend beyond three years, at a minimum wage of 15s. per week, and an annual increase of not less than 10s. per week.

(b.) The proportion of youths to be determined by the conditions of subsection (d) in rule 14.

(c.) Youths working under this rule must serve for three years before they can be recognised as journeymen.

(d.) Youths may not commence work under this rule after having attained the age of eighteen years.

Rule 16.—Foreman.

Every employer shall be entitled to employ one foreman in each department, under the award, in addition to a general foreman, subject to the following conditions : Clicking department, where three men are employed ; making department, where twelve men are employed ; finishing department, where eight men are employed.

Foremen shall not be eligible for membership in any union of workmen.

Rule 17.—Payment of Wages.

Every employer shall pay to each workman and apprentice employed by him all moneys due to such workman once at least in each week.

Rule 18.—Copy of Conditions to be posted up.

Every employer shall permit a copy of the conditions of labour to be posted in an accessible place in the workroom of each department.

Rule 19.—Enforcement of Award in different Districts.

It shall be the right of any union in the Federation to take proceedings for the enforcement of an award or industrial agreement in their own industrial district.

Rule 20.—Industrial Agreements.

No industrial agreement or other instrument shall be executed between the New Zealand Boot-manufacturers' Association and non-unionists, or between the Federated Boot Trade Union of Workers and non-union employers, without first intimating in writing to the parties to this award their intention to do so, whether such industrial agreement or other instrument deals with matters arising out of this award or in addition thereto.

And by the consent and express agreement, and at the request of the said workmen's union and of the said employers, the Court doth order and award that this award shall be binding upon all the workers' unions' members of the said industrial association of workmen, and upon every employer, member of the said industrial union of employers, in the Industrial Districts of Auckland, Wellington, Canterbury, and Otago and Southland, and that a duplicate of this award shall be filed in the offices of the Clerks of Awards at Auckland, Wellington, Christchurch, and Dunedin.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 24th day of September, 1903.

THEO. COOPER, President.

FILED IN NOVEMBER.

NORTHERN INDUSTRIAL DISTRICT.

(644.) AUCKLAND FLOUR-MILL EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 7th day of October, 1903, between the Auckland United Flour-mill Employees' Industrial Union of Workers (hereinafter called "the said union") of the one part and the Northern Roller Milling Company (Limited), Bycroft and Co. (Limited), and Samuel Carey Brown, all of the City of Auckland, millers (hereinafter called "the said employers"), of the other part, witnesseth that the parties do hereby agree as follows :—

1. This agreement and every term thereof shall be deemed to be an industrial agreement between the said union of the one part and the said employers of the other part, made in pursuance of the said hereinbefore mentioned Act, and each of the said employers shall be deemed to be separately and individually bound thereby.

2. The hours of labour in the mills of the employers and of each of them shall not exceed forty-eight hours' work a week, nor, except in the case of night-shifts, more than eight and three-quarters working-hours per day. Each employer shall be at liberty to arrange with his employees the hours for commencing and ceasing work on each day, and may work his mill in shifts either by day or night. Any employer may arrange with his employees for a Saturday half-holiday, but no day-shift shall consist of more than eight and three-quarters working-hours. Such arrangements for meals may be made by any employer with his employees as may be suitable in the working of the particular mill.

3. All work done in any one day in excess of the hours above set forth shall (except as hereinafter mentioned) be paid for as follows: Time and a quarter shall be paid for the first two hours, time and a half for the second two hours, and after the second two hours double time shall be paid.

4. All work done on Sundays or holidays shall be paid for at the rate of double time on days not being Sundays or holidays. Storemen shall, if required, work for the first two hours overtime at the ordinary rates, but if they shall be required to work more than two hours overtime on any one day they shall be paid overtime at the rates hereinbefore prescribed. In respect of the man who has to turn out to get up steam ready for the mill to start, whether he be the

man in charge or otherwise, whatever extra time he is so employed in regard to this special duty he shall be paid for at the ordinary rate of pay.

5. The following days shall be observed as holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the Sovereign's birthday, Anniversary Day, Christmas Day, and Boxing Day.

6. The number of boys employed in any flour-mill shall not exceed one to three or fraction of the first three men. The number of boys employed in any oatmeal-mill shall not exceed two to one man employed in that department.

7. So long as the rules of the union shall permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person now residing or who may hereafter reside in this industrial district, who is of good character and sober habits and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then, and in such cases, employers shall when engaging workmen employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the work required to be done and ready and willing to undertake it. Provided that this clause shall not involve the dismissal of any worker now in the service of any mill-owner, and such mill-owner may continue to employ any such worker although not a member of the union. This clause shall not apply to casual labour.

8. The union shall keep in some convenient place within one mile from the Chief Post-office, Auckland, a book to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every such employer by whom such member shall have been employed during the preceding six months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be liable as for a breach of this agreement in case any entry in such book shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge, on every working-day except Saturday, between the hours of 8 a.m. and 5 p.m., and on Saturdays between the hours of 8 a.m. and 12 noon. If the union fail to keep such book

in accordance with this provision, then, and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice of the place where such employment-book is kept, and of any change in such place, shall be given by advertisement in the *New Zealand Herald* and *Evening Star* newspapers published in Auckland.

9. No employer shall discriminate against members of the union or, in the engagement or dismissal of his hands or in the conduct of his business, do anything for the purpose of directly or indirectly injuring the union.

10. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

11. Employees upon leaving their situations shall give a full week's notice, and upon their services being dispensed with by their employers shall receive a full week's notice, unless dismissed for misconduct, personal negligence, or other reasonable cause.

12. The following shall be the minimum rate of wages: Roller-men or shift miller, 1s. 1d. per hour; oatmeal and barley miller, 1s. 1d. per hour; purifier (the man on purifier and flour-dressing floors), 10½d. per hour; smutter-man in charge of wheat-cleaning machinery, 1s. per hour; assistant smutter-man, 11d. per hour; kiln-man, 11d. per hour; head storeman, 1s. 1½d. per hour; assistant storeman, 10½d. per hour; packer-men (no boys except apprentices to be allowed on packers except at packer-man's wages), 10½d. per hour; man in charge of the engine, 1s. 2d. per hour; engine-drivers, 1s. per hour; boys—for the first six months, 10s. per week; second six months, 12s. per week; third six months, 15s. per week; fourth six months, 18s. per week; fifth six months, £1 1s. per week; sixth six months, £1 4s. per week; seventh six months, £1 7s. per week; eighth six months, £1 10s. per week; ninth six months, £1 13s. per week; tenth six months, £1 16s. per week; head man employed in bag-printing department, 1s. per hour; other men employed in such department, 10½d. per hour. All casual labour in store to be paid 1s. per hour.

13. This industrial agreement shall take effect from the 1st day of October, 1903, and shall continue in force until the 8th day of June 1905.

In witness whereof the said parties have duly executed this agreement the day and year first above written.

J. B. HOYES, President.

ARTHUR ROSSER, Secretary.

Executed by the said industrial union under the seal of the said union and the hands of the chairman and secretary thereof in the presence of—William White, commission agent, Grey Lynn.

JOHN BROWN.

H. BRETT.

The common seal of the Northern Roller Milling Company was hereto affixed the day and year first above written, and this agreement signed by John Brown and H. Brett, two directors of the said company, in the presence of—P. Virtue, manager and secretary.

ANDREW BELL, Director.

ROBERT MCKINNON.

The common seal of Bycroft and Co. (Limited) was hereto affixed the day and year first above written, and this agreement signed by the acting manager and one director of the said company, in the presence of—John Fraser, accountant.

S. C. BROWN.

Signed by Samuel Carey Brown the day and year first above written, in the presence of—Arthur T. Brown, clerk, Durham Lane.

WELLINGTON INDUSTRIAL DISTRICT.

(645.) WELLINGTON TIN-PLATE AND SHEET-METAL WORKERS V ROWELL.—ENFORCEMENT OF AWARD.

Before the Court of Arbitration.—Application for enforcement of award filed by the Wellington Tin-plate and Sheet-metal Workers' Industrial Union of Workers against William Rowell.

Chapman, J., President.—Tuesday, 1st October, 1903.

Mr. W. H. Hampton (authorised agent) for the union; Mr. Henry Field (authorised agent) for the defendant.

THE charge was in this case that the defendant failed to indenture a youth named Whiterod to the trade on the coming into operation of the award—viz., on the 24th February, 1902, he being in the defendant's employ at that time.

On the case being called on, the defendant admitted the facts, and asked the Court to inflict only a nominal penalty.

The Court, on consideration, ordered the defendant to pay a penalty of £1, with disbursements to be settled by the Clerk of Awards.

W. A. HAWKINS,
Clerk of Awards.

(646.) WELLINGTON BUTCHERS v. RIGARLSFORD.—ENFORCEMENT OF AWARD.

In the Arbitration Court, Wellington Industrial District.—Butchers v. Rigarlsford.

IN this case we have no doubt that Mr. Rigarlsford is responsible. The evidence is that his son engaged his friend Adams, aged thirteen, to do regular work for him before school hours, assisting him to deliver meat from the cart on his rounds, and also after school hours sweeping the yard. For this he was paid 5s. per week. He was not expected to come on wet days. Mr. Rigarlsford knew that the boy was to receive wages, but says he did not know the amount. He must have seen the boy on the cart when it was being loaded, and knew that he swept the yard. Had young Rigarlsford failed to pay these wages we have no doubt the father might have been sued for them, as he really benefited by the boy's work, though the son also benefited by saving himself trouble.

We think that this is a breach of the award. If allowed to grow into a system two or three boys might be taken up in this way, and their intermittent services be made a source of economy by the employer. It must be observed that this employment was systematic; it is not a case of merely casually employing a boy to run errands, or for some special service, or to meet an emergency. No complaint can be made as to the amount paid, which seems to have been fairly liberal for the services rendered, but we must inflict a penalty in order to uphold the award. Defendant will be fined £1, with costs £2 2s.; witnesses' expenses and disbursements to be fixed by the Clerk of Awards. As this is a departmental prosecution the penalty will go to the Inspector.

FREDK. R. CHAPMAN, J., President.

(647.) WELLINGTON FURNITURE TRADE v. KIRKCALDIE AND STAINS (LIMITED).—ENFORCEMENT OF AWARD.

In the Court of Arbitration, Wellington Industrial District.—The Wellington United Furniture Trade Industrial Union of Workers v. Kirkcaldie and Stains (Limited).

THERE are two charges against the respondents—First, paying William Ogier and John Williams less than the minimum wage; and, second, employing a greater number of apprentices than that allowed by the award. Both offences are admitted. It is stated that the amount of wages short-paid is something like £75.

As to the first charge the Court is of opinion that this cannot be treated as a nominal breach. It is the duty of all parties to awards to use due care in ascertaining the conditions and to comply with them strictly.

A penalty of £10 is inflicted on the first complaint, and the respondents are ordered to pay all arrears of wages up to the date

of hearing, both payments to be made to the union. On the second complaint a penalty of £2 is inflicted, to be paid to the union. Costs, £3 3s., with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

FREDK. R. CHAPMAN, J., President.

**(648.) WELLINGTON AMALGAMATED CARPENTERS AND JOINERS
v. CABLE.—ENFORCEMENT OF AWARD.**

In the Court of Arbitration, Wellington Industrial District.—The Wellington Amalgamated Society of Carpenters and Joiners Industrial Union of Workers v. William Cable.

THE charge was that Mr. Cable employed W. Watson from the 11th April, 1902, to the 11th March, 1903, without paying him the 1s. per day as per clause 13 of the award, and from October, 1902, to the 21st March, 1903, without providing him with sleeping-accommodation.

Clause 13 of the award dated the 3rd August, 1900, runs as follows: "13. When the distance requires journeymen employed upon country work to sleep away from their homes an additional allowance of 1s. per day for the time occupied shall be paid to them, and their employers shall also provide them with tents or other suitable sleeping-accommodation." An important question was raised as to whether Mr. Cable was bound by the award, to which he was not an original party. A question of this sort must in each case be decided according to the evidence presented to the Court. Mr. Cable is an ironfounder. He had employed Watson at dredge-work, but this had come to an end. He then sent him across the harbour to Day's Bay to build a house for himself (Mr. Cable). Watson was then employed by Mr. Cable in exactly the same way in which carpenters would have been employed under a building contractor had Mr. Cable let a contract for this house, Mr. Cable himself undertaking the supervision of the erection of his house. The question arises as to whether Mr. Cable is bound by the award by force of section 86, subsection (3) of "The Industrial Conciliation and Arbitration Act, 1900." This section declares that "the award by force of this Act shall extend to and bind as subsequent party thereto every industrial union, industrial association, or employer who, not being original party thereto, is at any time whilst the award is in force connected with or engaged in the industry to which the award applies within the industrial district to which the award relates."

It is manifest that a person in Mr. Cable's position—that is, a private person regularly employing a carpenter to build his private house—is not "engaged in the industry" to which the award applies; but we think that he is "connected with the industry." Were we to hold otherwise we should find it difficult to discover what purpose these words were intended to serve. They are not

intended to mean the same thing as the words which follow them. They are intended to extend the operation of those words, and we think that they were intended to embrace the case of a man who makes himself an employer for the time being by regularly employing men in the industry, and thus connects himself with the industry. We must be understood as guarding ourselves against going any further than is necessary to deal with the facts of this case and cases of a like nature. We are not dealing with a case where an employer—say a company—engaged in a different industry has a carpenter on its regular staff, who is employed at his trade upon work incidental to the main work of the company; nor are we dealing with the common case of a man employed for some other purpose, who may or may not be a carpenter, and who is from time to time put to do work which may fall within the scope of carpenter's work. All such matters must be decided as they arise.

A further question was raised as to whether, having regard to the evidence, this man was required to sleep away from his home. We think that the place described was more like a camp than a home, notwithstanding that Watson sometimes had his wife and sometimes his daughter to live at the hut or "whare" described in the evidence, and that he had a pony and fowls there, and some of his children stayed with him. He, in fact, maintained his regular home in Wellington, and the intermittent nature of the visits of members of his family showed this.

We think that a breach is proved to have been committed, but that it is a case for a nominal fine only. As Watson made no claim for the extra wages, and Mr. Cable was thus lulled into security, it would be manifestly unfair to order payment of the back wages. The respondent is fined £1, with £2 2s. costs; witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

FREDK. R. CHAPMAN, J., President.

(649.) WELLINGTON GROCERS *v.* WISE.—ENFORCEMENT OF AWARD.

In the Arbitration Court, Wellington Industrial District.—*The Wellington Grocers' Industrial Union of Workers v. Edward Thomas Wise.*

THE charge is that the respondent employed Samuel Colwell as driver for a period of thirty-nine weeks at a rate of wages £1 less than the wage provided by the award. The sum of 2s. per week was paid to reduce the shortage to 18s. per week. The respondent then claimed that he had made an agreement with Colwell that he was to lodge at the shop and board at the house. For this accommodation he claimed to deduct 18s. per week from the wages.

We do not think that a master has any right to make such a deduction unless a provision is made for it in the award, as is the case in some awards in force in this and other districts. It would,

however, be very inequitable to deprive an employer of the benefit of his expenditure in keeping his servant, and we have not been asked to do so. In other instances the Court has allowed a fair sum on account of board, even when the subject is not dealt with in the award. We do not wish, however, to encourage a practice such as this, as we think that the proper time to deal with the question is when the conditions of labour are settled. We, therefore, claim for the Court full authority to revise the agreement, express or implied, under which the board has been deducted, and we think this revision should proceed upon the basis of not allowing such an arrangement to be a profitable one. There is evidence that board for men of the class is in Wellington worth 16s., 17s., or 18s., just as in other large towns it is found to be worth 14s., 15s., or 16s. We allow this board at the lowest rate, and we are the more satisfied to take this course as the man was in a great measure left to serve himself at the shop and did not come to the house for meals on Sunday, though free to do so. We find that a breach is proved, but there was nothing unfair in the respondent's treatment of his man. The respondent is fined £2, with costs £2 2s.; witnesses' expenses and disbursements to be fixed by the Clerk of Awards. These sums are to be paid to the union, together with unpaid wages amounting to £3 18s.

FREDK. R. CHAPMAN, J., President.

(650.) REMARKS BY MR. JUSTICE CHAPMAN, PRESIDENT, *re* COMPROMISING IN ENFORCEMENT CASES.

I desire to state in somewhat more explicit terms what I said a few days since in the case of the Plumbers' Union *v.* Jackson, with reference to compromising enforcement cases. I consider that compromises of the kind are objectionable, and in this my colleagues concur, and I understood counsel for the Labour Department to express himself in the same sense. This does not mean that parties are not to meet and arrange that the offence charged shall be admitted, nor do I wish to discourage any arrangement whereby it is agreed that only a nominal penalty is to be asked for at the hearing in a proper case for such an arrangement. What the Court wishes to discourage is any fixing of pecuniary penalties in the proper sense. Such penalties are inflicted by way of punishment, and the fixing of them should be left to the Court, with any explanation the parties might think fit to make. The Court also thinks that the practice of taking a lump sum in lieu of penalties before proceedings are commenced is a dangerous one. No payment before commencement of proceedings, or to stop proceedings, should be asked for.

Cases of compromises of the several kinds to which the Court objects have been in evidence before us, and we hope that after these observations have been published they will not be heard of again.

FREDK. R. CHAPMAN, J., President.

(651.) WELLINGTON COOKS AND STEWARDS *v.* UNION STEAMSHIP COMPANY.—ENFORCEMENTS OF AWARD.

In the Court of Arbitration, Wellington Industrial District.—*Cooks and Stewards' Union v. Union Steamship Company, Limited.*

FIRST CHARGE.—BREACH OF CLAUSE 6.

THE claim is for non-payment for overtime due to the "Tarawera's" men in respect of an excursion at Lyttelton on the 1st January, 1902. The industrial agreement was made on the 20th February, 1902, and it was agreed that it should operate retrospectively as from the 1st January, 1902. The retrospective operation of the agreement cannot make that an offence which was not an offence at the date of the omission. The duty of making the payment arose, however, when the agreement came into force. It is the duty of a debtor to find out what his obligations are and to whom performance is due. It is proved that payment for overtime is due to these men, some of which, however, has been since paid. We think that, owing to the want at that date of a proper system such as has since been introduced, there has been great delay in the performance of this obligation. The company is ordered to pay to the men interested the unpaid dues for overtime. A penalty of £2 is inflicted for the failure to perform this obligation at the date of the agreement, with witnesses' expenses and disbursements to be fixed by the Clerk of Awards, these payments to be made to the union.

The rest of the charges under clause 6 were abandoned at the hearing.

SECOND CHARGE.—BREACH OF CLAUSES 3 AND 4.

McEwan was called upon to attend to shore people after hours, and attended to them at Melbourne on the 13th July, Sydney on the 25th June, and Newcastle on the 27th June without being paid overtime. It is suggested that Sydney is not a terminal port when the steamer goes on to Newcastle. In this case it was proved that the steamer went up to Newcastle for coal under such circumstances that we hold it to be a distinct voyage. This case is proved, and no adequate excuse is offered. 8s. 6d. for overtime will be paid to McEwan. We inflict a penalty of £5, with witnesses' expenses and disbursements to be fixed by the Clerk of Awards, these payments to be made to the union.

THIRD CHARGE.—BREACH OF CLAUSE 9.

The company engaged the lad Dicker at £1 10s. per month as an apprentice. When the agreement came into force he was raised to £3 as cadet and printer, on which rating he appears on the articles. The company admitted that he should be paid £4, and offered to pay the difference between £3 and £4, but the union secretary refused to receive this unless the lad was reinstated, alleging that he had been wrongfully dismissed.

We have now to consider the further charge of wrongful dismissal. This charge appears to have arisen out of a statement alleged by Dicker to have been made by the chief steward when discharging him. We do not go into this, as the chief steward was not present in Court; and we did not allow him to be called, as this would have involved delay, and other evidence rendered this an immaterial question. The answer of the company to this charge was that the dismissal was for legitimate reasons. The dismissal took place on the 25th June, and on that date the alleged remark of the chief steward was made. There was, however, put before us a letter showing that a rearrangement involving Dicker's dismissal was determined upon as early as the 27th May. This is proved by a letter from Mr. McNicol, the official in charge of the providoring department, to Mr. Kennedy, the Wellington manager. This letter is as follows:—"Printer: The boy doing this work was promoted from cadet at £1 10s. per month to £3 per month, which is more than he is worth; but as Mr. Jones seems to think he should be receiving more I purpose appointing a third saloon waiter at £5 10s., who will also be required to do the printing. This will necessitate the discharging a saloon waiter and the boy who is now doing the printing, and by effecting the change as proposed will be a saving to us of £3 per month."

The charge of wrongful dismissal is not sustained. For the underpayment the company is ordered to pay the arrears at £1 per month, and to pay a penalty of £2, with witnesses' expenses and disbursements to be fixed by the Clerk of Awards. These payments are to be made to the union.

FREDK. R. CHAPMAN, J., President.

(652.) WELLINGTON TAILORESSES v. LEVY.—ENFORCEMENTS OF AWARD.

In the Court of Arbitration, Wellington Industrial District.—The Federated Tailoresses and other Clothing Trade Employees' Union v. Abraham Levy.

THERE were three charges against this respondent, which were by consent heard together. The evidence was somewhat voluminous. We propose to deal with the charges separately as they were laid in the several applications for enforcement.

FIRST CASE.

Under the head "Trousers-machining" in the schedule of prices for factories attached to the award, one item is "Tweed, first-class, pockets machined in, 5s. per dozen." It is alleged as a first branch of the charge that respondent has paid for this work at the rate of 4s. 6d. only. A second item is, "Railway: pockets put in by hand, 6s. per dozen." For this it is alleged 4s. 6d. was paid.

There was a third breach based on a failure to pay extras in respect of the line or item under the head "Extras," "Pockets, 1d."; and of the line "Bands and backstraps made by machinist, 3d. per dozen pairs."

We find that all these heads of charge are supported by the evidence. This was not substantially denied, but it was put forward as a defence to this proceeding that the lower rates paid for the specified work, and the failure to pay for extras, was not in reality an underpayment, because a totally different system was pursued in this factory from that contemplated by the award; that owing to the increased application of machining, due to improved methods introduced by respondent, the items in the schedule do not now correspond with the work done, and ought not to be paid for at a rate which was intended to cover a system which the respondent says is now antiquated. A good deal of evidence was given before us in support of this defence, and there is no doubt that in respect of each of the items entering into the several heads of charges there was shown to be a deduction from the amount of work done. It was asserted by the respondent that this deduction made the wage paid a fair one. We do not pronounce any opinion as to whether this is or is not proved, nor do we think that we should be justified in giving effect to the defence even if it were made out more clearly than in this case that the piecework wage paid was a fair one for the work actually done, as we do not think that it would be a proper duty for the Court to undertake to enter into such an inquiry and deal with a mass of conflicting evidence on such a subject. The award is upon this subject quite explicit. Clause 3 is as follows: "3. Rates for work not provided for in the said log or schedule are to be arranged as follows: In Wellington by arrangement between Mr. Heeles, manager of the Wellington Woollen Company, and the local secretary of the union. If no agreement is come to then such work shall be done on weekly wages. Alterations not specially provided for in the schedule shall be dealt with in the same manner." At the hearing Mr. Levy's attention was called to this method of dealing with conditions which the defence asserted had become antiquated and unworkable, and we understood him to intimate that for some reason of his own he did not think fit to attempt to make such an agreement. It is to be noted that at the foot of the copy of the log placed before us is printed a supplemental agreement of the kind contemplated entered into with respect to the Dunedin tailoresses. This we consider is the answer to the attempted defence. Parties bound by the log are expected to work under the log. If they find it antiquated it is open to them to claim to negotiate for a supplemental agreement, and if this fails they must pay weekly wages. However antiquated the log may have become, parties must still work under the award, and this we find the respondent has not done. The breach alleged in this application is clearly proved.

We are unable to ascertain the unpaid wages, and are not disposed to allow anything on this head, but we treat this as a deliberate breach. The respondent is fined £10, to be paid to the union, with £2 2s. costs; witnesses' expenses and disbursements to be fixed by the Clerk of Awards and paid to the applicant.

SECOND CASE.

In this case the obligation of the respondent is expressed in the column of the schedule or log headed "Weekly Wages." The line of this column with which we have to deal is, "Note: Any machinist that works for coat, vest, or trousers hands, combined, to be classed as a first-class coat machinist, £1 5s." We interpret the word "combined" as importing that the person employed is not working exclusively for any one of these classes, but is liable to be called upon to work for all or any of them. The respondent employed girls to work for coat, vest, and trousers hands, and paid them £1 2s. 6d. per week. The defence put forward was that the persons so employed should be described as "first-class B, to machine for seven silk or for three silk-and-thread workers, £1 2s. 6d." The evidence for the defence was that under the present system so much machining is now put into the work that the most experienced machinist cannot now work for more than two silk-and-thread workers. The girls in question had been several years in respondent's service, and were certainly not of the class intended to be covered by "Class B." They were admitted to be first-class machinists so far as their work was concerned. We do not think that the defence avails the respondent, as the line of the schedule or log quoted exactly covers the case.

Mr. Levi, counsel for the respondent, suggested that the award was void, in so far as it provided for a supplemental agreement, as it is the duty of the Court to make a final award concerning the whole of the matter in dispute, while the provision as to the agreement in effect delegates part of the duty of the Court to an outside body. This argument is fallacious. The provision is inserted in favour of employers, who may avail themselves of it or not as they think fit.

The breach was committed with full knowledge, and we treat it as a deliberate breach. The respondent is fined £10, to be paid to the union, with costs £2 2s.; witnesses' expenses and disbursements, to be fixed by the Clerk of Awards, to be paid to the applicant.

THIRD CASE.

The obligation of the respondent under the award, as set forth in the application is to pay 1s. each for juveniles' Norfolk coats, or to pay a first-class machinist £1 5s. per week. The charge is that respondent paid Miss Robertson 6d. per hour only.

The charge proved is that this girl was paid £1 2s. 6d. per week for this class of work, she being admittedly an experienced hand, and she is not one of the girls named in the second charge. As a matter of law, a separate charge is proved, and might be formulated in respect of each girl so underpaid; but, as we have dealt with this class of charge in the second case, we only inflict a nominal penalty of £1 for this breach, to be paid to the union, with costs £2 2s.; witnesses' expenses and disbursements, to be fixed by the Clerk of Awards, to be paid to the applicant.

FREDK. R. CHAPMAN, J., President.

(653.) WELLINGTON BUILDING TRADES LABOURERS v. BALLINGER AND CO.—ENFORCEMENT OF AWARD.

In the Court of Arbitration, Wellington Industrial District.—The Wellington Building Trades Labourers' Industrial Union of Workers v. Thomas Ballinger and Co. (Limited).

THE charge substantially was that the respondents employed James Skene assisting bricklayers, paying him 1d. per hour short of the wage of 1s. 1d. fixed by section 2 of the award, which runs,—“2. All men employed in assisting bricklayers, plasterers, and masons shall be paid not less than 1s. 1d. per hour.”

The same question arises in this case as in Cable's case. The respondents, who are plumbers, proceeded to erect a large commercial building under their own superintendence, employing tradesmen and labourers regularly in the same manner in which they were employed in Cable's case.

Had it been material we should have held the respondents bound by the award for the reasons which we gave in that case. In the view we take of the evidence, the question becomes immaterial. We hold that the evidence fell short of being sufficient to satisfy us that the man in question was “employed assisting bricklayers” within the meaning of the clause. We purposely abstain from attempting exhaustively to interpret this clause, as the evidence in each case must be looked at to determine when a case falls within the clause. Primarily, a person assisting bricklayers is one who is well known as a bricklayer's labourer or assistant; but we do not decide that under no circumstances will a man carrying bricks to a bricklayer fall within this clause. In some instances this man undoubtedly assisted tradesmen, and was paid extra for it. We are not satisfied that a breach is proved. The application will be dismissed, with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

FREDK. R. CHAPMAN, J., President.

(654.) WELLINGTON SECTION NEW ZEALAND BRANCH AUSTRALASIAN FEDERATED SEAMEN *v.* W. AND G. TURNBULL AND CO.—ENFORCEMENTS OF AWARD.

In the Court of Arbitration, Wellington Industrial District.—The Wellington Section of the New Zealand Branch of the Australasian Federated Seamen's Industrial Association of Workers *v.* W. and G. Turnbull and Co., owners of the s.s. "Aotea."

Two questions were involved, which we treat as questions of interpretation rather than as matters punishable by penalty.

Section 16 of the award, dated the 30th July, 1902, runs as follows: "16. In vessels where only two firemen, greasers, or trimmers are carried, they shall keep watch and watch at sea and in ports, or at anchor in bays or roadsteads, when required." These men are paid £1 per month extra. Clause 13 gives overtime payment to men similarly employed where three watches are kept if called upon to give more than eight hours' work during the twenty-four. Clause 17 runs as follows: "17. Sea watches in stoke-hold on days of sailing and arrival shall count as portion of the eight hours. This shall also apply to six-hour watches." It is admitted that this does not apply to cases where the ship arrives at and leaves port on the same day. The question is whether it applies to a case like that of the "Aotea," which carries two firemen only. We can see no room whatever to doubt that it does so apply. It was suggested that there was a conflict between clauses 16 and 17. If they were in direct conflict the latter would prevail over the former clause. This cannot, however, be properly called a conflict, as the last sentence of clause 17, which does not appear in the Conciliation Board's recommendation, must have been inserted here to cover this very class of case. There is some dispute as to what is due on this head to the fireman Elliott, and as no evidence was given, and the amount was not clearly made out, we think we can safely leave it to the respondents with this intimation to pay to the union what is due to him.

Second question: The second question is one of considerable importance. The same fireman was discharged at Foxton or Patea against his will, and his train fare to Wellington was paid, but nothing was paid on account of his wages after the day of his discharge. The contention of the respondents was that a master was entitled so to discharge a hand, and was thus only obliged to pay his passage back. Though the language of clause 39 is not as clear as it might be, we do not think that this contention can be admitted. The clause provides that "twenty-four hours' notice on either side shall be the law of discharge in the port where the ship has drawn out her articles." It further provides that where the ship is laid up at any other port in the Australasian Colonies the crew "may" accept their discharge with wages then due, but shall be entitled to a free passage back to the final port. Engagements may be deter-

mined in the final port on the termination of the round voyage by twenty-four hours' notice on either side.

The words now to be interpreted are: "Any man discharged at any place other than the port where the articles are drawn out shall be given a passage back by the first vessel proceeding to the home port or to the place at which the man shipped; but should a man be discharged at his own request he shall not be entitled to a passage back to his port of shipment or to the port where the articles were drawn out." It was contended by the employer that the master could discharge a man at an out-port without the man's consent and irrespective of cause, and simply pay his passage home. It is manifest that if he could do this he could at his own whim discharge a man not merely in New Zealand, at a place perhaps six days' sail from his own port, but in a place in Australia, possibly twenty days' sail from home, offering him a passage back but no wages during the period of transit. It would be a strange thing if he could do this at an out-port, while at the home port in doing the same thing he would have to pay him a day's wages or give him twenty-four hours' notice. We do not think that this was intended, and we are satisfied that our view is supported by the language of the clause which in one part says that men "may accept their discharge" under certain circumstances, and in another speaks of a man "discharged at his own request."

Mr. Turnbull asked what a master was to do with an insubordinate fireman, but the general law provides for that. If a master was dissatisfied with the conduct of a fireman, which fell short of insubordination punishable by law, he would have to put up with the inconvenience or pay his wages up to the time of arrival and one day more, even if he sent him home by some other conveyance.

The breach is proved. The respondents are fined £1, with disbursements to be fixed by the Clerk of Awards, and are ordered to pay two days' wages according to the man's rating. These payments will be made to the union.

FREDK. R. CHAPMAN, J., President.

(655.) WELLINGTON SECTION, NEW ZEALAND BRANCH, AUSTRALASIAN FEDERATED SEAMEN *v.* UNION STEAMSHIP COMPANY.

In the Court of Arbitration, Wellington Industrial District.—Wellington Section of the New Zealand Branch of the Australasian Federated Seamen's Industrial Association of Workers *v.* Union Steamship Company of New Zealand (Limited).

THE charge is that the company "did refuse to pay the crew of the s.s. 'Herald' overtime for services rendered by the said crew in the Manukau Harbour on Sunday, the 1st February, 1903."

The alleged duty arises under clause 20 of the award dated the 30th June, 1902, as follows: "20. Seamen shall be paid overtime for all classes of work performed in any port, bay, or roadstead

between the hours of 5 p.m. and 7 a.m., or during meal-hours, except work necessary for the safety of the ship." Other clauses contain similar exceptions. It is alleged that the work done on the date referred to was work done in a port because the vessel was within the Manukau Heads. The master alleges that on the evening and through the night in question he set and maintained anchor watches for the safety of the vessel.

The master, in his evidence, stated that he arrived at the Manukau Heads at 2.40 p.m. He reached Puponga Point at 4.5 p.m. and deemed it prudent to anchor there. Had he proceeded against the ebb tide he would have arrived at Shag Point at low water, and would then have had to navigate the narrow part of the channel with a bad light and with insufficient water to insure perfect safety. The weather was squally and was getting worse. Later in the evening he gave her 15 additional fathoms of chain, making 45 in all, considering this a necessary precaution. He considered it necessary to set anchor watches and keep steam up. One reason why he deemed it prudent to keep the watches was that he lay in the fairway, and expected steamers to pass him. It was stated by the master and the lamp-trimmer that in going up the channel in a bad light there was a danger to be avoided in the shape of a *papa* rock. The representative of the union quoted authorities to controvert the master's statements as to tide, current, weather, light, and other data. The "New Zealand Nautical Almanack" and the "New Zealand Pilot" were contrasted with "Brett's Almanack," which is supplied to all masters with directions to abide by it as giving correct local information.

We hold as a general rule that when he exercises a *bona fide* judgment the master must be the proper judge as to when and where he is to anchor, and as to how he is to discharge his onerous duty for the safety of the ship. It is the duty of this Court to see that it does nothing to interfere with the proper exercise by the master of his judgment, or with his performance of his duty. We must take care neither to do nor to say anything which can be quoted as relieving him of the responsibility which should rest on him alone. Mr. Young disclaimed all idea of asking us to supersede the master in matters of judgment, but relied on the authorities quoted by him as incontrovertible. We decline to decide questions of this sort.

It was urged that when a master exercises his judgment in this way and anchors a ship in a port the owner must pay for overtime worked. We think that the ship was not really in port in the sense in which the term should be understood, though she was within the heads and within the legally defined port. She was, in our view, stopped in the course of her voyage by the master when he deemed it necessary to anchor her and keep port watches for her safety.

We must not be understood as denying our power to inquire into the real motives which actuate a master in so acting. If it were

clearly made out that he had acted from some interested motive, or some other motive than the safety of the ship, we should deem it our duty to determine accordingly; but no suggestion of the sort can be made here.

The application is dismissed, with witnesses' expenses and disbursements (if any), to be fixed by the Clerk of Awards.

FREDK. R. CHAPMAN, J., President.

NELSON INDUSTRIAL DISTRICT.

(656.) TAITAPU MINERS.—RECOMMENDATIONS.

Recommendations of the Board of Conciliation, Nelson District, in the matter of an industrial dispute between the Taitapu Miners Industrial Union of Workers and the Taitapu Gold Estates Company (Limited), and the Golden Blocks Company, quartz-mine owners.

THE Conciliation Board for the Nelson Industrial District proceeded to Collingwood on Wednesday, the 23rd September, where, for six whole days, they were engaged taking evidence regarding the above-mentioned industrial dispute. Fifteen witnesses were exhaustively examined on the various matters mentioned in the reference placed before the Board. Prior to the Board taking any evidence on the 24th September the parties concerned in the dispute were allowed to meet in conference, when they came to an agreement regarding several of the matters which had been placed on the reference to the Board, agreed to strike out others, and left the remainder for the Board to deal with. The matters agreed to at the said conference are herewith filed. Other minor points were agreed to as the Board's investigation proceeded, and the whole of the issues mutually agreed to by the parties are embodied in the Board's recommendations, which are as follows:—

RATES OF WAGES.

1. The following shall be the minimum rate of wages which shall be paid by the companies respectively to persons employed by such companies respectively in the capacities undermentioned—that is to say: (1) mine-shift bosses, 12s. a day; (2) sawyers, 10s. 6d. a day; (3) bushmen, 9s. 6d. a day; (4) men employed on rise, winze, or shaft, 10s. a day, provided that in the event of a rise, or any portion of such rise not less than 15 ft. in length, being at an angle of 45°, or at a greater angle, such portion of the rise shall be paid for at the same rate—namely, 10s. per day; further provided that in the case of a dispute arising as to the angle of the rise the question shall be decided by the manager of the mine and a representative of the Miners' Union, or, in the event of their failing to agree, by such umpire as they may appoint before considering the ques-

tion; (5) miners, 9s. 6d. a day; (6) winders, requiring Government certificate, 11s. 8d. a day; (7) engine-drivers, not requiring a winder's certificate, 10s. a day; (7A) engine-drivers, not requiring a Government certificate, 8s. 6d. a day; (8) blacksmiths, 11s. a day; (9) blacksmiths' strikers, 9s. a day; (Nos. 10, 11, 13, 14, 19, 20, 21, 22, and 23 appearing on the reference to the Board were struck out by mutual consent); (12) truckers, 8s. 6d. a day; (15) men in charge of aerial, 10s. a day; (16) men filling aerial, 8s. 6d. a day; (17) men tipping aerial, 8s. 6d. a day; (18) men in charge of shifts at batteries, 9s. 6d. per day; (the rate of wages for battery superintendent or manager was not included in the reference to the Board); (24) horse-drivers, 9s. a day; (25) miners in wet ground (six hours to constitute a shift), 1s extra per day, namely, 10s. 6d. per day.

2. *Surface Work*.—Men taken from the face in the mine to do temporary work on the surface, not exceeding one week, to be paid at the same rate as if at the face, and the same hours of labour shall be observed.

3. (This clause, referring to youths, was by mutual consent struck out.)

4. (This clause, referring to winding-men, was by mutual consent struck out.)

5. *Contracts*.—In all cases in which tenders are called for work written specifications shall be provided to work by, and the companies shall not enter into any contract for the performance of work in or about a mine without making it a binding stipulation of such contract that the contractor shall pay to the wages-men employed by him the minimum rate of wages, namely, 9s. 6d. per day.

6. *Holidays*.—Christmas holidays shall be from the 24th December to the 1st January, both days inclusive; but if New Year's Day should fall upon a Sunday, the following Monday shall be observed as a holiday. The birthday of the reigning sovereign and Labour Day shall be observed as holidays: Provided that this clause shall not apply to batteries or reduction-works; but it shall be incumbent on each company to allow each of the men employed in the batteries or reduction-works holidays of equal duration at some other convenient time, without thereby affecting the employment of any such men. This proviso to be applied in the cases of youths when such are employed in batteries or reduction-works. No payment to be made for holidays unless work is done on such days. Work on Sundays and holidays, or any overtime on any other days, shall be paid for at the rate of time and a quarter.

7. *Monday and Saturday Shifts*.—The night shift following the Sunday shall go on at 1 a.m. on Monday morning, and shall cease work at 8 a.m. The day shift on Saturday shall go on at 8 a.m., and shall cease work at 2 p.m. The afternoon shift on Saturday shall go on at 2 p.m., and cease work at 8 p.m.

8. *Hours of Labour*.—Except as provided in clause 7, the hours

of work shall be eight hours at the face in each shift, in which eight hours the customary half-hour shall be allowed for crib-time.

9. *Matters not provided for.*—Any matter not provided for in the industrial agreement, made on the basis of the Board's recommendations shall be settled by agreement between the company or companies concerned and the committee of the Taitapu Miners' Industrial Union of Workers.

10. *Preference to Unionists.*—(a.) So long as the rules of the aforesaid workers' union permit any person of good character and sober habits now employed as a miner in this industrial district, and any other person now residing or who may hereafter reside in this industrial district, and who is of good character and sober habits, and who is a competent worker, to become a member of such union upon payment of an entrance fee not exceeding 5s., and subsequent contributions (whether payable weekly or otherwise) not exceeding 6d. per week, without ballot or other election, then and in such case and thereafter each of the companies shall employ members of the aforesaid workers' union in preference to non-members, provided that there are members of the aforesaid workers' union equally qualified with non-members of the union to perform the particular work required to be done, and ready and willing to undertake it.

(b.) No company shall discriminate against members of the aforesaid workers' union, and no company shall, in the employment or dismissal of men or in the conduct of the mine, do anything for the purpose of injuring the aforesaid workers' union whether directly or indirectly.

(c.) Provided that it shall at no time be obligatory upon the companies concerned, or either of them, to discharge any non-unionist worker who may then be in their employment by reason of the fact of a member of the aforesaid union applying for the position occupied by such non-unionist. Provided also that, should circumstances render it necessary for one of the companies to reduce the number of men employed, it shall be in the absolute discretion of such company's manager to decide whether unionists or non-unionists shall be discharged, regard being had in good faith solely to the fitness in every respect of the men retained for the position they may occupy.

11. (This clause, referring to the workers' union keeping an employment-book, was struck out of the reference by mutual consent of the parties.)

12. *Industrial Agreement.*—An industrial agreement shall be entered into between the parties, embodying the recommendations of the Board, on or before the 2nd November, 1903, and the same shall remain in force until the 31st October, 1905.

WALTER HILL,
Chairman, Conciliation Board for
Nelson Industrial District.

Nelson, 7th October, 1903.

(657.) NELSON PAINTERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 5th day of September, 1903, between the Nelson Painters' Industrial Union of Workers (hereinafter called "the union") and the following employers: Savage and Sons, J. P. Cooke, H. J. Campbell, George Hinton, Harry Atmore, Louisson Bros. (hereinafter called "the employers").

HOURS OF EMPLOYMENT.

1. The recognised hours of work shall be from 8 a.m. to 5 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays, one hour to be allowed each day for dinner (Saturdays excepted) from the 1st day of August to the 30th day of April; and from the 1st day of May till the 31st day of July from 8 a.m. till 4.45 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, three-quarters of an hour to be allowed for dinner (Saturdays excepted).

WAGES.

2. All journeymen working at any branch of the trade (except as hereinafter mentioned) shall be paid not less than 1s. 3d. per hour.

3. Any journeyman who considers himself incapable of earning the minimum wage may be paid such less wage as may from time to time be fixed in writing by the employer from whom he desires employment and the secretary of the union; and, if they shall not agree upon such wage within twenty-four hours after such journeyman shall have applied in writing to the secretary of the union stating his desire that such wage shall be so fixed, as shall be fixed in writing by the chairman of the Conciliation Board for this industrial district, upon the application of such journeyman, after twenty-four hours' notice in writing to the secretary of the union, who shall, if so desired by him, as well as the employer and the journeyman, be entitled to be heard by such chairman upon such application. Any journeyman whose wage has been so fixed may work and may be employed by any employer for such less wage for the period of six calendar months, and, after the expiration of the said six calendar months, until fourteen days' notice in writing has been given to him by the secretary of the union requiring his wage to be again fixed in the manner prescribed by this clause.

OVERTIME.

4. All work beyond the time mentioned in clause 1 shall be considered overtime, and shall be paid for at the following rates: After 5 p.m. and up to 6 p.m., at the ordinary rate; from 6 p.m. to 9 p.m., time and a quarter; between 9 p.m. and midnight, time and a half; and after midnight and up to 8 a.m. on the following morning,

double time; on Saturdays, time and a quarter from 1 p.m. to 5 p.m., and from 5 p.m. to midnight double time. On Sundays, Christmas Day, and Good Friday, double time; 1st January, 1st February, Easter Monday, King's Birthday, Labour Day, and Boxing Day, time and a half. Any journeyman or apprentice commencing work after 6 a.m. and up to 8 a.m. shall be paid time and a quarter.

COUNTRY AND SUBURBAN WORK.

5. "Country work" means work performed by a journeyman or apprentice at a distance of over eight miles from the Chief Post-office.

6. Any journeyman or apprentice employed in country work shall be conveyed by his employer to and from such work free of charge or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if the work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

7. Any journeyman or apprentice employed upon country work shall be paid, in addition to his wages while employed upon such work and while going to and returning from the same, a further sum of 1s. for every day while so employed. Overtime can be worked at the ordinary rate of pay.

8. "Suburban work" means work performed by a journeyman or apprentice at a distance of over three miles or under eight miles from the Chief Post-office.

9. Workmen shall be at the place where the work has to be performed at the hour appointed for the commencement of the work; but if such place is distant more than three miles from the Chief Post-office they shall be paid the ordinary rate of wage for the time occupied in going to and from such work, as hereinafter set forth. If no conveyance shall be supplied by the employer such time shall be calculated at the rate of four miles for every hour, with a proportionate allowance for more or less than an hour, however and by whatever means he may proceed thereto. For the purpose of this paragraph distances shall be calculated by the nearest public mode of access for foot-passengers from the three-mile town boundary.

In these conditions "workmen" shall mean journeymen and apprentices.

APPRENTICES.

10. All boys working in any branch of the trade shall be legally indentured for the term of five years, but every boy so employed shall be allowed three calendar months' probation prior to being so indentured.

11. The proportion of apprentices to journeymen employed by an employer shall not exceed one apprentice to every three journeymen or fraction of three.

12. For the purpose of determining the proportion of apprentices

to journeymen in taking any new apprentice the calculation shall be based on a two-thirds full-time employment of the journeymen employed during the previous six calendar months.

13. Arrangements legally made between employers and apprentices at the time of the coming into operation of this agreement shall not be prejudiced, but any employer then employing any apprentice under any verbal arrangement must procure such apprentice to be duly indentured within three calendar months thereafter.

14. If any employer shall, from any unforeseen cause, be unable to fulfil his obligation to an apprentice it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

15. The wages to be paid to apprentices shall be as follows, namely: For the first year, 6s. 6d. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; and for the fifth year, £1 5s. per week.

PREFERENCE.

16. So long as the rules of the union permit any person of good character and sober habits and who is a competent tradesman to become a member on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members available without undue delay equally qualified to perform the particular work; but this agreement shall not compel any employer to dismiss or give employment to any journeyman now employed by him.

17. When members of the union and non-members are employed there shall be no distinction between members and non-members; both shall work in harmony, and shall receive equal pay for equal work.

18. No employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of journeymen or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

19. Each employer when employing apprentices shall, when called upon to do so in writing by the secretary of the union, give reasonable information to such secretary of the number of apprentices in his employ and the particulars of their engagements, and shall, if such secretary shall request him to do so, allow such secretary to inspect the deeds of apprenticeship of any apprentice.

20. No employer shall place any obstacle in the way of any representative of the union in the collection of moneys due to the union from its members, provided such collection is not made in working-hours.

EMPLOYMENT-BOOK.

21. The union shall keep in some convenient place within half a mile of the Chief Post-office a book (to be called the "employment-book"), wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such journeyman claims to be proficient, and the names, addresses, and occupations of every employer by whom each such journeyman shall have been employed during the preceding two years. Immediately upon such workman obtaining employment, a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and shall be answerable as for a breach of this agreement in case any entry therein shall in any particular be wilfully false to their knowledge, or in case they shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case and so long as such failure shall continue any employer may, if he so thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed notwithstanding the foregoing provisions. Notice by advertisement in the *Colonist* and *Evening Mail* newspapers, published in the City of Nelson, shall be given by the union of the place where such employment-book is kept, and of any change in such place, and notice thereof shall also be given in writing to each employer or to the employers' union if an employers' union exists.

22. This agreement to take effect from the 1st October, 1903, to the 30th September, 1906.

J. SAVAGE AND SONS,
JAMES P. COOKE,
H. J. CAMPBELL,
GEORGE HINTON,
HARRY ATMORE,
LOUISSON BROS.

Witnesses—George H. Campbell, Walter de Frere.

GEORGE H. CAMPBELL,
WALTER DE FRERE.

Witness—J. N. Nalder.

FILED IN DECEMBER.

WELLINGTON INDUSTRIAL DISTRICT.

(658.) WELLINGTON DRIVERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 3rd day of November, 1903, between the Mayor, Councillors, and citizens of the City of Wellington, a Corporation constituted under "The Municipal Corporations Act, 1900," and hereinafter referred to as "the Corporation," and joining in these presents as an employer, of the one part, and the Wellington Drivers' Industrial Union of Workers, registered under "The Industrial Conciliation and Arbitration Act, 1900," and hereinafter referred to as "the industrial union" (the registered office of which industrial union is situate at No. 10, Featherston Street, in the City of Wellington), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the industrial union that the terms and conditions hereinafter set forth shall apply from the date of these presents until the 6th day of September, 1904, to the tramway-drivers employed by the Corporation, and that the like terms and conditions shall be deemed and taken to have applied to the said tramway-drivers between the 6th day of September, 1903, and the date of these presents.

HOURS.

1. Tramway-drivers shall work on an average fifty-two hours per week, including Sundays. The average to be taken over two weeks. Sunday work not to average more than two and a half hours per Sunday during the year from the 6th September, 1903, to the 6th September, 1904, covered by this industrial agreement, and not to exceed five hours and forty minutes on any one Sunday. All Sunday work in excess of the foregoing to be paid for at overtime rate.

STABLE-WORK.

2. The tramway-drivers shall not be required to do any stable-work.

WAGES.

3. The rate of pay for tramway-drivers shall be £2 10s. per week.

OVERTIME.

4. The pay for overtime shall be at the rate of time and a half for the overtime actually worked.

HOLIDAYS.

5. Christmas Day and Good Friday shall be clear holidays. Each driver shall be allowed as holidays seven consecutive days in the year covered by this agreement at a time to suit the convenience of the Corporation.

DAY OF PAYMENT.

6. The tramway-drivers shall be paid fortnightly on Fridays before 8 o'clock in the afternoon.

WORKING-HOURS.

7. The times for commencing and leaving off work shall be decided from time to time by the Corporation.

PREFERENCE OF UNIONISTS.

8. If and so long as the rules of the industrial union shall permit any driver employed in the Wellington Industrial District, and also any competent driver residing or who may hereafter reside in such district, to become a member of such union upon his written application (without ballot or other objection) and upon payment of an extra fee not exceeding 5s., and upon terms of paying subsequent subscriptions (whether payable weekly or not) at a rate not exceeding 6d. per week, then the Corporation shall, in the engagement of the tramway-drivers, employ members of the said union in preference to non-members, provided there are members of the union equally competent (in the opinion of the Mayor for the time being of the city, in case of difference between the officers of the Corporation and the union) as non-members to perform the particular work required to be done and ready and willing to undertake it. When members of the union and non-members are employed together there shall be no distinction between them, and they shall work together in harmony and under the same conditions, and shall receive equal pay for equal work. The foregoing parts of this clause are, however, subject to the further condition that the fact that the rules of the union permit drivers to become members as aforesaid upon the terms above mentioned shall be advertised by the union in the *New Zealand Times* and *Evening Post* newspapers.

BREACHES AND PENALTIES.

9. The parties hereto hereby fix and determine that every failure by either the industrial union or any member thereof for the time being on one hand, or by the Corporation on the other hand, to perform or observe any of the foregoing clauses and provisions of these presents shall constitute a breach of this industrial agreement; and that the sum of £500 shall be the maximum penalty payable in respect of any such breach.

ENFORCEMENT OF AGREEMENT.

10. This industrial agreement shall be enforced in like manner (so far as may be) as an award of the Court of Arbitration constituted under "The Industrial Conciliation and Arbitration Act, 1900," shall for the time being be enforceable.

CONSTRUCTION OF AGREEMENT.

11. Any difference arising as to the meaning and intention of any of the foregoing provisions of this industrial agreement shall be referred to the President for the time being of the Court of Arbitration, whose decision shall be final.

In witness whereof the said parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Mayor, Councillors, and citizens of the City of Wellington was affixed to the above-written industrial agreement at the offices of and pursuant to a resolution of the City Council, in the presence of—

	JOHN G. W. AITKEN, Mayor.
[Seal.]	JAMES GODBER, Councillor.
	JOHN R. PALMER, Town Clerk,
	Wellington.

The seal of the Wellington Drivers' Industrial Union of Workers was affixed hereto by the president of the said union in the presence of the undersigned, and in pursuance of a resolution of the union confirmed at a special meeting duly convened for the purpose and held on the 3rd November, 1903, at which meeting the above-written industrial agreement was submitted for approval before the said confirming resolution was voted upon. The said resolution was duly recorded in the minutes of the special meeting, and was signed by all officers present thereat.

	M. HOGAN, President.
[Seal.]	S. PARLANE, Vice-president.
	D. BLACKIE, Secretary.

(659.) WELLINGTON BRANCH, FEDERATED SEAMEN.—AWARD.

In the Court of Arbitration of New Zealand.—Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Wellington Branch of the Federated Seamen's Union of New Zealand Industrial Union of Workers (hereinafter called the "workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers")—viz., the Wellington Steam Ferry Company (Limited) and the Miramar Steam Ferry Company (Limited).

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-

mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of December, 1903, and shall continue in force until the 1st day of December, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 23rd day of November, 1903.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Wages.

1. The following shall be the rate of wages which shall be paid by the employers to their seamen and firemen, viz.: Firemen, £2 15s. per week; A.B. seamen, £2 10s. per week; second deck-hand when not A.B., £1 10s. per week. All wages to be paid weekly.

Hours of Labour and Overtime.

2. The hours of labour shall be not more than seventy hours per week. Overtime shall be paid for at time-and-a-half rates for all time worked over seventy hours in the week.

Towing.

3. When a ferry-steamer is employed in towing at a distance exceeding fifteen miles from the Wellington wharf the employers

shall provide food and water for the whole crew. Six hours shall be the limit beyond which men shall not be worked without a meal.

4. When it is known that a tow will extend beyond six consecutive hours, two firemen shall be carried, who shall work watch and watch.

Holidays.

5. On Christmas Day and Good Friday if men are called upon to work they shall be paid at double-time rates in lieu of holidays. Eight days' holidays on full pay are to be given to each man in the course of the year, at such dates as may be found convenient. If a man remains with the employer less than a year he shall receive full wages for a number of days or parts of days proportionate to the time he has served.

Extra Hands.

6. When running excursions on holidays a steamer shall carry sufficient deck-hands to lower a boat in emergency.

Meal-hours.

7. During the day's running men are to be allowed a sufficient time to take a meal on board; such time is to be counted in the working-hours.

8. When any man is required to attend on duty on any of the above specified holidays, and, having attended, is told that he is not required to work, he shall receive 2s. 6d. for such attendance.

No Discrimination.

9. Employers shall not discriminate against members of the union, and shall not, in the engagement or dismissal of men or in the conduct of their business, do anything directly or indirectly for the purpose of injuring the union.

10. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

11. The foregoing clauses numbered 1 to 10 inclusive are the terms, conditions, and provisions set out in the schedule referred to in the foregoing award, and are hereby declared to be incorporated in and to form part of the said award.

In witness whereof the seal of the said Court hath hereto been put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of November, 1903.

FREDK. R. CHAPMAN, J., President.

(660.) WELLINGTON WHARF-LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Wellington Wharf-labourers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): The Union Steamship Company of New Zealand (Limited), Wellington; the Wellington Harbour Board, Wellington; Huddart, Parker, and Co. Proprietary (Limited), Wellington; the Blackball Coal Company (Limited), Wellington; Levin and Co. (Limited), Wellington; Johnston and Co., Wellington; W. and G. Turnbull and Co., Wellington; Wellington Steam Packet Company, Wellington; Gannaway and Co., Wellington; Westport Coal Company (Limited), Wellington; Wellington Steam Ferry Company (Limited), Wellington; Shaw, Savill, and Co. (Limited), Wellington; the New Zealand Shipping Company (Limited), Wellington; John Mill and Co., Wellington; Matthew Segrief, Taranaki Street, Wellington; William Mulhane, May Street, Wellington; David Long, Willow Bank, Plimmer's Steps, Wellington; the Gear Meat Preserving and Freezing Company of New Zealand (Limited), Wellington; the Tyser Line (Mr. Todd, agent), Napier.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the

maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of December, 1903, and shall continue in force until the 1st day of December, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 23rd day of November, 1903.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Labour.

1. For all classes of labour the ordinary working-hours shall be from 8 a.m. till 5 p.m., exclusive of meal-hours (from 12 noon till 1 p.m.), excepting on Saturdays, when they shall be from 8 a.m. to 4 p.m. All other time to be classed as overtime.

Wages, Handling Cargo.

2. The minimum rates of wages shall be as follows: Stevedore and general cargo-work (exclusive of work done for the Harbour Board)—ordinary time, 1s. 3d.; overtime, 2s. Harbour Board work—ordinary time, 1s. 2d.; overtime, 1s. 10d. These rates do not include rates for work done in freezing-chambers.

Wages, Handling Coal.

3. All men employed as winchmen, plankmen, bullrope-men, tippers, men shovelling in holds of ships and hulks and in trucks, men employed in shifting hulks and in rigging gear, men trimming in all ships' bunkers on home-going and foreign steamers—ordinary time, 1s. 4d.; overtime, 2s. 1d.

4. Trimming in ships' bunkers on intercolonial and coastal steamers—ordinary time, 1s. 6d.; overtime, 2s. 6d.

5. Rates for carrying coal—ordinary time, 2s.; overtime, 3s.

Wages, Repairs Work.

6. Overhauling-work on ships, whether at the wharves or Patent Slip, such as chipping, cleaning, scrubbing, and painting—ordinary time, 1s. 3d.; overtime, 2s.

7. Chipping, cleaning, scrubbing, and painting interiors of vessels—ordinary time, 1s.; overtime, 1s. 9d. Similar work on ballast-tanks, peaks, bilges, chain-lockers, and under the boilers—ordinary time, 1s. 3d.; overtime, 2s.

[NOTE.—Men who receive only 1s. per hour must be conveyed to and from Wellington and the Patent Slip, or receive pay for twenty minutes each way at ordinary rates.]

Wages, Cold-chambers.

8. Carrying and stowing work in freezing-chambers aboard ship—ordinary time, 1s. 6d.; overtime, 2s. 6d. In cool-chambers—ordinary time, 1s. 3d.; overtime, 2s. Leading hands to receive 3d. per hour extra; the conditions for leading hands to remain as at present.

Out-ports.

9. Men engaged in Wellington to work cargo at other ports to be paid from the time of leaving Wellington till their return at the rate of 10s. per day (Sundays excluded). When leaving before noon to be paid for a day, and when leaving after noon to be paid for half a day.

Work in Stream.

10. All men who are engaged to work anywhere within the limits of the Wellington Harbour to be paid from the time of leaving the wharves and up to the time of ceasing work at the rates fixed for the class of labour they are engaged at.

Men ordered down.

11. Men ordered down for work and attending between the hours of 5 p.m. and 9 p.m. to receive not less than one hour's pay. Men ordered down for work and attending between the hours of 9 p.m. and 7 a.m. to receive not less than two hours' pay.

12. Men ordered down for work and attending between the hours of 4 p.m. on Saturday and 7 a.m. on Monday, and for work on holidays, to receive not less than two hours' pay.

13. Men ordered down for work and attending between the hours of 7 a.m. and 8 a.m. to receive not less than one hour's pay.

Holidays.

14. All work done on Sundays, Christmas Day, and Good Friday shall be paid at the rate of double time. All work done on any of the other holidays hereinafter mentioned shall be paid at the rate of ordinary overtime.

The holidays throughout the year shall be New Year's Day, Anniversary Day, Good Friday, Easter Monday, the King's Birthday, Eight Hours (Labour) Day, Christmas Day, and Boxing Day.

Meal-hours.

15. Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, one hour between 11 p.m. and 1 a.m. according to circumstances. Men employed from midnight to 7 a.m. to receive half an hour for refreshment, for which half-hour no payment shall be made.

Duration of Duty.

16. Men shall work during meal-hours if required to do so, and shall be paid at overtime rates.

Men engaged to start work before 6 a.m. to have breakfast from 7 a.m. to 8 a.m. except in cases of emergency, when if employed after 7 a.m. they shall be paid as if working till 8 a.m.

Men engaged to start work between 6 a.m. and 7 a.m. not to work after noon without a meal-hour.

Men engaged to start work between 7 a.m. and 8 a.m. are ordinarily to take their dinner-hour from noon till 1 p.m., but if required shall work on till half-past twelve to finish the work they are engaged on.

Men engaged to start work between 8 a.m. and noon not to work after 1 p.m. without a meal-hour.

Men engaged to start work between 1 p.m. and 5 p.m. not to work after 6 p.m. without a meal-hour, except when finishing the work they are engaged on, when they may work till 7 p.m.

The men to receive a full hour for their meal when they require it.

Engagement of Labour.

17. All labour to be engaged at some definite place or places to be determined mutually from time to time by the secretary to the union and the employer or employers concerned jointly with the Secretary to the Wellington Harbour Board, provided that in the event of any exceptional circumstances arising men may be engaged elsewhere.

Engagement for Overtime.

18. Any men required to work overtime to be engaged during the ordinary working-hours, provided that men shall not be engaged after noon on Saturdays except in cases of emergency. When the arrival of a boat is uncertain, a notice shall be posted by the employers, not later than 6 p.m. on Sundays, on a notice-board to be erected on the Harbour Board's building, confirming Saturday's arrangements or notifying alterations in connection therewith.

Failure to start Work.

19. Where men are ordered down for work and one or more fails to appear or to commence work at the appointed time, the gang affected shall work shorthanded until the substitute has been found.

Minimum Pay for Men engaged.

20. When men are ordered for a job and all are not put on to work, those men who are not put on shall receive one hour's payment.

Payment of Wages.

21. The Union Steamship Company of New Zealand (Limited) shall pay wages weekly on Fridays from 11 a.m. to 1 p.m., and from 4 p.m. to 5 p.m. Payments to be made for work done up to the previous Wednesday evening.

22. The Wellington Harbour Board shall pay wages weekly on

Fridays from 12 noon till 1 p.m., and after 4 p.m. payments to be made for work done up to the previous Tuesday evening.

Coaling-work (Baskets).

23. Carrying-baskets shall average twelve to the ton. Large baskets shall average five to the ton; and not less than four men shall be engaged shovelling, and not less than two men shall be engaged at the tip. Ballast-baskets shall average eight to the ton, and not less than six men shall be engaged shovelling in the hold.

Weights for Trucking.

24. Slings of cargo receivable at gangways shall not exceed 12 cwt. (as near as practicable) as a truck-load for two men, except in the case of any single package being over and above that weight. 5½ cwt. is to be taken as a truck-load of general transhipments.

Employers not to discriminate against the Union.

25. Employers, in employing labour, shall not discriminate against members of the union, and shall not, in the engagement or dismissal of men or in the conduct of their business, do anything for the purpose of injuring the union directly or indirectly.

When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

Application of Award.

26. This award shall apply only to casual labour employed from day to day or from hour to hour, and shall not apply to weekly or permanent employees or to men employed on maintenance-works where such men are employed for a longer period than one week.

It shall be deemed to apply to the ordinary conditions of working, but not to unusual or exceptional circumstances, and shall be binding, in so far as it applies to each party, to all the parties hereto.

In the event of any dispute arising as to what are ordinary conditions of working or as to what are unusual or exceptional circumstances, the matter in dispute shall be referred to a committee to be composed of three representatives of the employers and of three representatives of the union for their decision. The decision of the majority of the committee shall be binding; and if no decision is arrived at the committee shall submit the point in dispute to some independent person to be chosen by it, whose decision shall be binding.

Limitation of Award.

27. This award shall apply (subject to the provisions of clause 9 hereof) only to the wharves, and port, and harbour of Wellington.

28. The foregoing clauses numbered 1 to 27 inclusive are the terms, conditions, and provisions set out in the schedule referred to in the foregoing award, and are hereby declared to be incorporated in and to form part of the said award.

In witness whereof the seal of the said Court hath hereto been put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of November, 1903.

FREDK. R. CHAPMAN, J., President.

REASONS FOR THE AWARD.

The Court has thought it best to make the wage for coal-workers as nearly as possible uniform, and has accordingly adopted a uniform wage of 1s. 4d.

On the question of preference the Court does not find that the circumstances have altered since the making of the coal award. It accordingly refuses preference, and inserts the usual clause against discrimination.

FILED IN JANUARY, 1904.

WELLINGTON INDUSTRIAL DISTRICT.

(661.) FEDERATED SEAMEN *v.* ANCHOR SHIPPING AND FOUNDRY COMPANY.—INTERPRETATION OF AWARD.

In the Court of Arbitration, Wellington District.—The Federated Seamen of New Zealand Industrial Union of Workers *v.* The Anchor Shipping and Foundry Company (Limited).

APPLICATION for interpretation of an award dated the 30th June, 1902. Two questions were formulated for the opinion of the Court.

Clause 19 of the award runs: "19. When a steamer arrives in port in the morning and sails again the same day the 4 a.m. to 8 a.m. watch on deck shall be allowed a watch below from 8 a.m. till 12 noon." There are other provisions in the clause to which it is unnecessary to refer for the purpose of determining the present questions. The last paragraph of the clause runs as follows: "The foregoing clause (19) shall only apply to the time-table steamers employed in the following trades. . . . (e.) Coal-boats trading between Westport or Greymouth and any port on the east or west coasts of New Zealand."

The question as to whether the steamers of the Anchor Line are coal-boats, they being employed in carrying other kinds of cargo besides coal, is somewhat complex, and as the matter in controversy is determined by other considerations we prefer to reserve to ourselves the right to determine this question when it more pointedly arises. It may be that a vessel may be a coal-boat upon one voyage and not on another—i.e., it may change its character before the round

voyage is completed—and it may be that in a particular case the carrying of coal is subordinate to a larger and more important operation, in which case the dominant purpose of the voyage might have to be considered.

We think that in this case our judgment must turn upon the question whether the boats are time-table boats. In the first place, we are satisfied that the whole of the clause, including provisions as to steamers on five voyages or classes of voyages, is governed by the reference to time-table steamers. We are bound by the true grammatical meaning of a clause when that is unambiguous, and here we find no ambiguity. The question, then, is: Are the boats described time-table boats? We do not think that they are. The evidence is that the owners issued no serial time-table, but the agents inserted advertisements in the local Press shortly before each steamer sailed, not pursuant to any general plan, but in obedience to orders from headquarters. This was contrasted with the course of business of another company, which regularly issued a monthly time-table, in which it included the fixed dates of departure of steamers on some of these classes of voyages, including coal-boats trading out of Westport and Greymouth to various ports. We think that this latter practice marks the steamers so listed as time-table steamers, while the former does not. Our answer accordingly is that the Anchor Line is not failing to observe the award.

Dated the 12th December, 1903.

FREDK. R. CHAPMAN, J., President.

(662.) AUSTRALASIAN FEDERATED SEAMEN *v.* LEVIN AND CO.—
INTERPRETATION OF AWARD.

In the Court of Arbitration, Wellington District.—*Re s.s. "Himitangi."*

A QUESTION was stated for the opinion of the Court during the presidency of Cooper, J., and it is agreed that this shall be answered by the Court as now constituted.

The following facts are put forward, and are accepted by the Court, which could not determine any disputed question in this proceeding: The s.s. "Himitangi" had loaded a cargo of coal at Greymouth to be carried to Foxton, when, meeting bad weather, the captain thought it prudent to take shelter in Queen Charlotte Sound, and, being there, ran up to Picton so that he might report the delay, and thus allay any anxiety which might arise owing to the non-appearance of the steamer at Foxton. As the master was doubtful whether the bar at Foxton would be in a safe condition to cross, he thought it well to state that he would make for that port as soon as the weather abated, and requested that on his appearance off the Manawatu River he should be signalled as to whether the bar was safe or the reverse. We think that both the owners and the friends of the crew were interested in this proceeding. The "Himitangi" arrived at Picton at 9 or 10 o'clock on

Sunday morning, the 31st May, and left at 12.30 that afternoon, no work being done there.

The union claims that, as the vessel arrived at and left the port on the Sunday, the whole crew is entitled to a minimum payment of 4s. each. The owners contend that the visit was to a port of refuge, and that this is not within the object and intention of clause 31 of the seamen's award of the 30th July, 1902, though within the words of the clause if read literally.

The facts put forward were controverted in several ways, but we are unable to deal with this controversy in a proceeding of this kind. We are therefore not in a position to do more than answer the abstract question whether the clause relates to a call at a port of refuge, assuming the circumstances to be as put forward by the master. A further question was raised as to whether there was any necessity for the master to resort to a port of refuge. We have already decided, in the case of the "Herald" (Journal of Labour Department, November, 1903, page 1032), that it is not within the province of the Court to say or do anything which may interfere with the exercise by a master of his judgment in the management of his ship, or anything which will tend to relieve him of responsibility for such management.

We have come to the conclusion that the men are not entitled to be paid for a visit of this kind to what is virtually a port of refuge. Every document, including an Act of Parliament, is liable at times to be read in a sense giving it a limited application when the Court sees that a literal interpretation would fail to express the intention with which the document was formulated, but would express something which was not intended. Such limited interpretations are familiar to lawyers. The object of the clause of the award was to insure that certain overtime work should be paid for. It was never intended, for instance, that if a vessel ran into a port for the purpose of signalling its owners should be obliged to pay overtime when no work had been done. An extreme case might be put to illustrate possible results. A master might find it desirable to run into a port to make some communication respecting some other vessel which was in danger, and then to run out again. It can scarcely be suggested that this would involve his owners in a large payment, yet the case would be within the letter of the clause. The test put by the illustrative case shows that the provision of the clause is connected with the work of a port. There may be cases in which there is no work done yet the payment has to be made, but this is not one of them. The clause is headed "Overtime on Sundays and Holidays," and it is primarily intended to benefit those who have worked overtime. The answer is that in this case the men are not entitled to the payment asked.

Dated the 12th December, 1903.

FREDK. R. CHAPMAN, J., President.

(663.) WELLINGTON AMALGAMATED SOCIETY OF PAINTERS AND DECORATORS *v.* TINGEY BROS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration, Wellington District.—The Wellington Amalgamated Society of Painters and Decorators' Industrial Union of Workers *v.* Tingeys Bros.

MESSRS. TINGEY BROS. are charged with paying Chandler less than the award wages—namely, 7s. instead of 9s. 4d. per day. This was done on the understanding that the man was to obtain a permit from the union. This arrangement was not carried out, whereupon the employers paid the man the difference, making up the full award wage. This payment was made before any proceedings were taken, but after steps had been initiated by the union to take the ballot. We think there was a fair reason for the brief delay shown to have taken place in the payment. Had there been undue delay we might have found it necessary to assert the undoubted jurisdiction of the Court to treat such delay as a breach not wholly condoned by the payment. Even assuming, therefore, that a nominal breach has been committed, we should be justified in dismissing this case as showing a trivial breach only.

We wish to make some observations on the way this case has been presented. The employers are charged with having committed a breach "in that they have been paying a less wage—namely, 7s. per day of eight hours—*i.e.*, less than the award wage which is stated in the application. We do not think that this statement fairly and fully informs the respondent of the particulars of the charge against him, as the date of the alleged breach is not even approximately mentioned, and the name of the wage-earner is not given. An application for a penalty should state explicitly all the facts which the respondent ought to know, and he should not be placed in the position of having to make further inquiry into the matter with which he is charged.

We were informed by the union that there was a second charge against this firm arising out of transactions with one Marsh, and the question whether a breach had been committed was actually argued before us. We find on inquiring at Wellington that no such application has ever been filed. This has put the employer to a good deal of unnecessary trouble and has unjustifiably taken up the time of the Court.

The application actually made is dismissed.

F. R. CHAPMAN, J., President.

(664.) WANGANUI BUTCHERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Wanganui Operative Butchers’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”), viz.: Tucker Bros., Ridgway Street, Wanganui; T. S. Bristol, Avenue, Wanganui; Aramoho Meat Company, Wanganui; Caddy and Co., Ridgway Street, Wanganui; W. Anderson, Dublin Street, Wanganui; C. Heinold, Avenue, Wanganui; J. Calver, River Bank, Wanganui; Perrett and Sons, Avenue, Wanganui; Mitchell and Co., Avenue, Wanganui.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of December, 1903, and shall continue in force until the 1st day of December, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 23rd day of November, 1903.

F. R. CHAPMAN, J., President.

THE SCHEDULE HEREBEFORE REFERRED TO.

Hours of Labour.

1. The hours of labour shall not exceed fifty-seven in any week. For the purpose of calculating the hours of labour each of the holidays mentioned in paragraph 9 hereof shall be deemed to be a day on which eight hours shall have been worked although no work has actually been done on such holiday. The hours of labour shall cease not later than 10 p.m. every Saturday, except in the case of any pork-butcher, when work shall cease at 10.30 p.m.

2. The hours of commencing and leaving off work on each day of the week by the employees of any employer may, in case of difference, be settled by the employer and the secretary or president of the union, or, in case they are unable to agree, then by the Stipendiary Magistrate sitting in Wanganui, whose decision shall be final.

Minimum Rate of Wages.

3. The following rates of wages shall be paid by the employers: First shopman, £3 per week; second shopman, £2 10s. per week; first small-goods man, £2 17s. 6d. per week; second small-goods man, £2 10s. per week; hawking carters, £2 10s. per week; general hands, £2 5s. per week; order carters—first year's engagement, £2 per week; second year's engagement, £2 2s. 6d. per week; third year's engagement, £2 5s. per week. Casual hands: Each man employed to be paid 9s. 6d. per day, except when employed on a Saturday only. If employed on a Saturday only the rate of pay to be 11s. per day. Boys: If under sixteen years of age, 15s. per week; if over sixteen years of age and under seventeen, 17s. 6d. per week; if over seventeen and under eighteen, £1 per week; if over eighteen and under nineteen, £1 2s. 6d. per week; if over nineteen and under twenty, £1 5s. per week; if over twenty and under twenty-one, £1 7s. 6d. per week. Riders-out, if over twenty-one years of age, £1 10s. per week. All the above wages are to be paid in cash without deduction.

Under-rate Workmen.

4. In case a workman considers himself unable to earn the minimum rate of wage, a written permit to accept a less wage can be obtained from the secretary of the union, or at a conference between the employee, employer, and the secretary or president, and if they are unable to agree the question shall be referred to the Stipendiary Magistrate sitting at Wanganui, whose decision shall be final.

Miscellaneous Conditions.

5. The proportion of boys employed by any employer to men shall not exceed one boy to every three men or fraction of three men.

6. All employees who are married men (other than those engaged in a concern in which a pork-butcher's business only is

carried on) shall be allowed meat to an amount not exceeding 5s. per week.

7. When any employer is regularly engaged in a shop he is to be classed as first shopman.

8. If a small-goods man be not solely employed at small goods he shall rank as a general hand.

Holidays.

9. The following holidays shall be allowed without stoppage of pay: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Prince of Wales's Birthday, Christmas Day, Boxing Day, Anniversary Day, and the day on which the annual butchers' picnic is held.

10. Where two holidays come together or one falls on a Monday the employers may require their workmen to attend for a period not exceeding two hours at the commencement of the second of such holidays, or on the Monday if any holiday shall fall on the Monday.

Preference to Union.

11. So long as the rules of the union permit any person of good character and sober habits, and a competent workman, to become a member on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with other non-members to perform the particular work; but this shall not compel an employer to dismiss any person now employed by him.

12. No employer shall, in the engagement or dismissal of his men, discriminate against members of the union, or shall in the conduct of his business do anything directly or indirectly for the purpose of injuring the union.

13. Where members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

14. The union shall keep in some convenient place within one mile from the Chief Post-office in the Borough of Wanganui a book, to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which members claim to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the

knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer and his servants, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case and so long as such failures shall continue any employer may, if he so thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed notwithstanding the foregoing provisions. Notice by advertisement in the *Wanganui Chronicle* and *Wanganui Herald* newspapers, published in the Borough of Wanganui, shall be given by the union of the place where such employment-book is kept, and any change in such place.

In witness whereof the seal of the said Court hath hereto been put and affixed, and the President of the said Court hath hereto set his hand, this 23rd day of November, 1903.

F. R. CHAPMAN, J., President.

CANTERBURY INDUSTRIAL DISTRICT.

(665.) CHRISTCHURCH PAINTERS.—AGREEMENT.

THIS industrial agreement made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 24th day of October, 1903, between the Christchurch Master Painters' Association (hereinafter called "the employers") of the one part and the Christchurch Painters' Industrial Union of Workers (hereinafter called "the workmen's union") of the second part.

Now it is hereby agreed between the workmen's union and every member thereof and the employers, parties hereto, and each and every one of them in manner following, that is to say:—

HOURS OF EMPLOYMENT.

1. The recognised hours of labour shall be from 8 a.m. to 5 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays, from the 1st day of September to the 30th day of April (both inclusive), one hour to be allowed for dinner (Saturdays excepted); and from the 1st day of May to the 31st day of August (both inclusive) the hours of labour shall be from 8 a.m. to 4.30 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays, half an hour to be allowed for dinner (Saturdays excepted); but during the months of June, July, and August the employers to have the option of starting work at 9 a.m. instead of 8 a.m.

WAGES.

2. All journeymen working at any branch of the trade (except as hereinafter mentioned) shall be paid not less than 1s. 3d. per hour. Wages shall be paid weekly or fortnightly at the option of employer within fifteen minutes after the time to cease work.

3. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing between such journeyman and the chairman and the secretary of the union, and in default of such agreement within twenty-four hours after such journeyman has applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district, upon the application of such journeyman after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application. Any journeyman whose wage has been so fixed may work and may be employed by any employer for such less wage for the period of six calendar months, and after the expiration of the said period of the six calendar months until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

OVERTIME.

4. All time worked beyond the time mentioned in Rule 1 or on holidays shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours and time and a half afterwards on any day except Good Friday, Christmas Day, and Sunday, which shall be paid for at the rate of double time.

COUNTRY AND SUBURBAN WORK.

5. "Country work" means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence.

6. Any journeyman or apprentice employed in country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by such employer, but once only during the continuance of the work, if the work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

7. Any journeyman or apprentice employed upon country work shall be paid, in addition to his wages while employed upon such work, and while going to and returning from the same, and to his overtime (if any) at the rates herein provided, a further sum of 1s. 6d. for every day while so employed.

8. "Suburban work" means work performed by a journeyman or an apprentice at a distance of over a mile and a half from Chief Post-office, Christchurch, but which does not come within the

definition of country work. Any journeyman or apprentice employed upon suburban work shall be paid, in addition to ordinary rates, a further sum of 6d. per day per mile, chargeable one way only, beyond limit of radius, or the employer convey the workmen free of charge to and from such work. Workmen to be at Chief Post-office, Christchurch, when conveyance is provided not later than 7.30 a.m. This shall also apply to apprentices.

APPRENTICES.

9. All boys working in any branch of the trade shall be legally indentured as apprentices for the term of five years, but every boy so employed shall be allowed three calendar months' probation prior to being so indentured.

10. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of three.

11. For the purpose of determining the proportion of apprentices to journeymen, in taking any new apprentice the calculation shall be based on a two-thirds full-time employment of journeymen employed during the previous six calendar months until a shop has four apprentices, and then the proportion of apprentices to journeymen shall be calculated on a two-thirds full-time employment of journeymen employed for the previous twelve months, or one apprentice every two years.

12. Arrangements between employers and apprentices existing at the time of the hearing of this dispute in this Court shall not be prejudiced, but any employer then employing any apprentice otherwise than under indentures must procure such apprentice to be indentured within three calendar months after the coming into operation of this award.

13. If any employer shall from any unforeseen cause be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

14. The wages to be paid to apprentices shall be as follows, namely: For the first year, 6s. 6d. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; and for the fifth year, £1 5s. per week.

15. Any apprentice who has completed his term of apprenticeship may be employed as an improver by the employer with whom he was apprenticed, but with no other employer, at the rate of 1s. per hour for the term of twelve months, to be calculated from the expiration of apprenticeship. This clause to be optional on the part of the apprentice.

PREFERENCE.

16. So long as the rules of the union permit any person of good character and sober habits, and a competent tradesman, to become

a member on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members available without undue delay equally qualified to perform the particular work; but this award shall not compel any employer to dismiss or give employment to any person now employed by him.

17. So soon as the union shall perform the conditions entitling the members of the union to preference under the foregoing clause, and at all times thereafter, the union shall keep, at some convenient place within one mile from the Chief Post-office in the City of Christchurch, a book, to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such journeyman claims to be proficient, and the names, addresses, and occupations of two last employers by whom each such journeyman shall have been employed. Immediately upon any such journeyman obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep an employment-book in manner provided by this clause, then and in such case and so long as such failure shall continue any employer may, if he so think fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Lyttelton Times* and *Press* newspapers, published in the City of Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

18. Until compliance by the union with the conditions of clause 16 employers may employ journeymen whether members of the union or not, but no employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of journeymen or in the conduct of his business, do anything for the purpose of injuring the union whether directly or indirectly.

19. When members of the union and non-members are employed there shall be no distinction between members and non-members; both shall work together in harmony, and shall receive equal pay for equal work.

20. All employers shall keep a record of journeymen and apprentices employed by them and rate of wages paid to each employee, the same to be open for inspection by the Chairman of the Conciliation Board or his appointee upon application being made to him by any party to this award

HOLIDAYS.

21. The following days shall be holidays: New Year's Day, Good Friday, Easter Monday, King's Birthday, Show Day, Anniversary Day, Christmas Day, Labour Day, or, if the Duke of York's Birthday is observed, then the Duke of York's Birthday in lieu thereof.

TIME OF OPERATION OF AWARD.

22. This agreement shall take effect on Monday, the 2nd day of November, 1903, and shall continue in force until the 31st day of October, 1905.

23. Both parties to this agreement shall give fourteen days' notice of any alteration, and the nature of the same, that either party desires to make before a meeting of delegates called to discuss same.

24. The foregoing paragraphs numbered from 1 to 24 (both inclusive) embody the terms, conditions, and provisions referred to in the foregoing award, and are hereby and thereby declared to be incorporated in and to form part thereof.

[Seal of Master Painters' Association.]	T. H. DAVIES, President.
Witness—Alfred Hart.	W. H. MACDOUGALD, Secretary.
[Seal of Workmen's Union.]	D. G. KELLY, President.
Witness—Alfred Hart.	JAMES BUCHANAN, Secretary.

(666.) CANTERBURY TANNERS, FELLMONGERS, AND SKINNERS.—RECOMMENDATION.

Board of Conciliation, Christchurch, 10th November, 1903.
Between the Canterbury Tanners, Fellmongers, and Skinners' Industrial Union of Workers and Messrs. Bowron Bros. and others.

SIR,—

The Board's recommendation is as follows:—

Clause 1: Hours. A week's work shall consist of forty-eight hours, the week to end at 12 noon on Saturday. The working-hours shall be regulated between the hours of 7.30 a.m. and 6 p.m. on all days except Saturday, and between the hours of 7.30 a.m. and 12 noon on Saturdays, according to the requirements of each business. Every employer shall be entitled to the fullest control of

his factory, and to make such rules and regulations (not inconsistent with these conditions) as he may deem necessary for the proper management of his business.

Clause 2 : Overtime. The first two hours' overtime on each day after the recognised hour for ceasing work shall be paid at the rate of time and a quarter, and after that at the rate of time and a half.

Clause 3 : Holidays. The following days shall be recognised as holidays : New Year's Day, Good Friday, Easter Monday, birthday of the reigning sovereign, Labour Day, Show Day (if it shall not fall upon the King's Birthday), Anniversary Day, Christmas Day, and Boxing Day ; and all work done on these days shall be paid for at the rate of time and a half, and any work done on Sundays double time.

Clause 4 : Payment of wages. Wages shall be paid weekly.

Clause 5 : Minimum wages. All competent journeymen beams-men shall be paid a minimum wage of £2 10s. per week of forty-eight hours. A "beamsman" is one who performs the work of unhairing, scudding, and fleshing hides.

Clause 6 : Apprentices to the business of journeymen beamsmen. Apprentices to the business of journeymen beamsmen may be employed in the proportion of one to every three or fraction of three journeymen who have been employed two-thirds full time during the previous six months. The wages of such apprentices to be : £1 per week for the first year ; £1 5s. per week for the second year ; £1 10s. per week for the third and last year. The time of apprenticeship to be for three years. All apprentices to be legally bound.

Clause 7 : Pelt-fleshers. Pelt-fleshers shall receive as follows : Clean-fleshed, 7½d. per dozen (seventeen dozen a day limit) ; medium-fleshed, 5d. per dozen (twenty-four dozen a day limit) ; lambs or nobbling, 3d. per dozen (forty dozen a day limit) ; parchment linings, 5d. per dozen ; linings clean-fleshed, 4d. per dozen ; cobbing, 1s. per ten dozen (one hundred dozen a day limit).

Clause 8 : Fleshing-machine hands. Fleshing-machine adult hands shall receive £2 10s. per week of forty-eight hours.

Clause 9 : Pullers. Pullers shall receive as follows : Pelts 5d. per dozen, lambs and clothing 5½d. per dozen, and longwool skins 6d. per dozen ; day workers to receive £2 10s. per week of forty-eight hours, with a limit of 250 skins per day ; in each case skins to be placed behind them.

Clause 10 : Wool-sorters. Wool-sorters shall receive 1s. 3d. per hour or 1s. per cwt. ; fleece wool and pieces slike or mixed scoured 1s. 3d. per hour.

Clause 11 : Scudding. Where scudding is done on fleshing-machines the workers shall receive the same rates as fleshing-machine hands.

Clause 12 : Skin-painters. Skin-painters shall receive £2 12s. 6d. per week of forty-eight hours.

Clause 13: Wool-pressers. Wool-pressers shall receive £2 10s. per week of forty-eight hours.

Clause 14: Piecework. No piecework shall be allowed, except where otherwise provided for.

Clause 15: Adult workers: All other adult workers employed in or about a tannery, fellmongery, or wool-scouring works shall receive 1s. per hour.

Clause 16: Boys and youths under twenty-one years. The following shall be the wages paid to boys and youths under twenty-one years, employed in a tannery or works other than that in respect of which apprenticeship is provided for: From the age of fifteen to sixteen, 12s. 6d. per week; from the age of sixteen to seventeen, 15s. per week; from the age of seventeen to eighteen, 17s. 6d. per week; from the age of eighteen to nineteen, £1 per week; from the age of nineteen to twenty, £1 5s. per week; from the age of twenty to twenty-one, £1 10s. per week.

Clause 17: Incompetent workmen. In the case of any worker who from old age, infirmity, or incompetency may be unable to earn the minimum rate of wages, his wage shall be fixed by a committee consisting of the employer and two members of the union; in the event of this committee failing to come to an agreement, then the matter may be referred to the Chairman of the Conciliation Board, whose decision shall be final.

Clause 18: Preference of employment. If and so long as the rules of the union shall permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or election, then and in such case every employer shall, when engaging a workman, employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done and ready and willing to undertake it.

If this recommendation is not objected to on or before the 1st day of December, 1903, it shall come and remain in force until the 1st day of December, 1905.

J. R. TRIGGS, Chairman.

The Clerk of Awards, Christchurch.

OTAGO INDUSTRIAL DISTRICT.

(667.) OTAGO IRONWORKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 22nd day of December, 1903, between the Otago Iron-rolling Mills Company (Limited), Burnside (hereinafter called "the employers"), of the one part, and the Otago Ironworkers' Industrial Union of Workers (hereinafter called "the union") of the other part, witnesseth that it is hereby mutually agreed by and between the said employers and the said union as follows:—

WAGES.

The minimum price for the following shall be:—Forge rolls: Forge roller, 1s. per ton; catcher, 8d. per ton; hooker-up, 7d. per ton; dragger-away, 7d. per ton. Finished-iron rollers: Head roller, 1s. 6d. per ton; bolter-up, 1s. 3d. per ton; bolter-down, 1s. 3d. per ton. Furnacemen: Finished-iron furnacemen, 5s. per ton per eight-hour shift; ball-furnace men, 4s. 3d. per ton per eight-hour shift. When working guide iron (rounds, inch and downwards) furnacemen to be paid 10s. per eight-hour shift. Under-hands to be paid by employer when furnacemen are working shift wages. Furnace under-hands, 7s. per shift (eight hours). They shall be paid 10½d. per hour Saturday work. Shearman, finished-iron cutter-down, 7s. 6d. per eight-hour shift. Catcher at shears, 7s. per eight-hour shift. Scrap-iron cutters (shears), 7s. per eight-hour shift. Labourers, 7s. per eight-hour shift. Engine and hammer drivers, 7s. 6d. per eight-hour shift. Firemen at boilers, 7s. per eight-hour shift. Firemen shall decide between themselves whether they change shifts in rotation each week or remain on one shift.

CHANGING SHIFTS.

The employers shall have the right to select the men for the different shifts, except firemen at boilers.

OVERTIME.

All overtime shall be paid at the rate of 1s. per hour minimum price to all men working on shift wages except furnacemen and furnace under-hands. Each day shall stand alone for the purpose of reckoning overtime. Any time worked over four hours on Saturday shall count as overtime, except engine-drivers and firemen. When engine-drivers or firemen have to work over their ordinary shift for the purpose of filling up boilers it shall count as ordinary time. All work on Sunday shall count as overtime.

MATTERS NOT PROVIDED FOR.

Anything not provided for herein or any dispute arising to be settled by the employers and the executive of the union, or in case they cannot come to an agreement the matter to be referred to the

Chairman of the Conciliation Board for the industrial district, and his decision to be final.

This agreement shall be binding upon the parties hereto for a period commencing on Friday, the 1st day of January, 1904, and continue in force until the 1st day of April, 1904.

Signed on behalf of the union—

WALLACE MILLES,
WILLIAM WATSON.

Signed on behalf of the employers—

HERBERT STOTT.

Witness—William Deer.

(668.) OTAGO BRICKMAKERS.—INTERPRETATION OF AWARD.

In the Otago and Southland Industrial District.—In the matter of a detail dispute under the Otago Brickmakers' award.

THE Chairman sat in his office to hear a detail dispute under the brickmakers' award, the question being whether, if a man out of employment as a brickmaker took casual work at another class of employment, he was entitled to have his name entered in the employment-book; and he decided that if such man was immediately available for employment in a brick-yard he was not disqualified by taking casual work from having his name so entered.

Dated the 23rd day of November, 1903.

A. BATHGATE,
Chairman, Conciliation Board.

(669.) OTAGO METAL-WORKERS.—INTERPRETATION OF AWARD.

In the Otago and Southland Industrial District.—In the matter of a dispute between the Otago Metal-workers' Assistants' Industrial Union of Workers and A. and T. Burt (Limited).

THE question I am asked to decide is, Are the men employed in dressing castings in the employ of the company labourers within the meaning of clause 3 of the award.

The rule fixes the rate of wages for "all labourers," and provides that the word shall include "all tradesmen's assistants, strikers, and yardmen." It is contended by the union that dressers are "tradesmen's assistants," while it is contended on behalf of the company that the work of dressing is a recognised separate branch of trade, and that men so employed do not come under the award at all.

From the evidence adduced I find that, while in large shops at Home dressers are employed who are engaged solely in that work, such a condition of things was not prevailing here at the time of the making of the award, but the dressers did a considerable amount of ordinary labourers' work from time to time as occasion arose. I do not decide that dressers are "tradesmen's assistants,"

a question on which a good deal may be said from both points of view, but I decide that dressers are labourers within the meaning of the award. It is true that for the last five or six months the dressers have been almost exclusively engaged in dressing, and that the work requires skill and experience so that it could not with safety be intrusted to any ordinary labourer; but in this district it has not hitherto been regarded as a distinct and separate trade. When the award came into force the wages of some of the men then engaged in dressing were raised to the rate prescribed by the award for labourers, and I hold that an employer by specialising the work cannot now take these men out of the category in which they then were.

I was asked to award costs (witnesses' expenses) in this case, but I am of opinion that I have no power to do so. The only provisions relating to costs contained in the Act are to be found in sections 82, 83, and 94, but none of these sections confers any authority on the Chairman of the Conciliation Board to award costs.

Dated at Dunedin, this 17th day of December, 1903.

A. BATHGATE,

Chairman, Conciliation Board.

(670.) OTAGO COAL-MINERS.—ENFORCEMENTS OF AGREEMENT.

In the Court of Arbitration, Otago District (Kaitangata).—Special Sitting of Court of Arbitration at Kaitangata *in re* the Otago Coal-miners' Industrial Union of Workers.—Inspector Lindsay *v.* The New Zealand Coal and Oil Company (Limited).—The Same *v.* Several Members of the Union.

THE Court sat at Kaitangata on Tuesday, the 15th, Wednesday, the 16th, and Thursday, the 17th December, to hear sixteen applications for the enforcement of an industrial agreement dated the 30th day of May, 1903, between the New Zealand Coal and Oil Company (Limited) and the Otago Coal-miners' Industrial Union of Workers relating to the working of the Kaitangata and Castle Hill Coal-mines, the property of the company, both of which are situated in the immediate vicinity of the Town of Kaitangata, and are worked under the same general management.

The greater part of the sixteen applications related to charges against the company, but in several cases where the offence of the employer involved an offence on the part of certain of the men employed in the mine a charge was also properly laid against the men in virtue of section 27 of "The Industrial Conciliation and Arbitration Act, 1900," which enacts that an industrial agreement shall bind not only the parties thereto, but "every member of any industrial union" which is a party thereto. The whole of the applications were made by Mr. Lindsay, Inspector of Awards, under the provisions of section 16 of the amending Act of 1901.

In opening the case for the Inspector Mr. Fraser, Crown Prosecutor, called the attention of the Court to the somewhat unusual feature common to all or nearly all the cases—that the company had not merely not underpaid the men affected, but had allowed them to earn, and had facilitated their earning, more than the agreed wages. In almost every case with which the Court has hitherto had to deal where wages were concerned the effect of the breach has been in some way to deprive workmen of part of their earnings, and to effect a corresponding saving in the interests of the employer. To meet this unusual aspect of the case counsel stated that it would be shown, or that it must be inferred from the number of the breaches and from the persistency with which they were committed, that the company was guilty of forming and pursuing a settled plan to favour certain men or groups of men, to create jealousy and ill-feeling amongst members of the union, and by bringing the agreement into discredit to bring about the disruption of the union.

We are satisfied that no such design was proved to exist; indeed, no serious attempt was made to prove its existence beyond a reference to the multiplicity of the alleged breaches. We desire to say that, had such a settled design been made out, we should have exercised our punitive jurisdiction in such a sense as to make it quite clear that the Court intends at all times to discountenance such proceedings. We are pleased to be able to say further that, though in the result we find the company guilty of certain breaches of a more or less serious character, we are satisfied the Mr. Jordan, in whom the management of the whole of the company's operations and the hiring and dealing with its men are vested, has cleared himself to our satisfaction of the grave charges to which we have referred, and that not only is there an absence of sinister motive in his proceedings in the sense suggested, but that there has been no favouritism in his selection of particular men beyond that which has arisen from his conviction as to their fitness for particular services. We will now proceed to deal with the particular cases, and in so doing we refer to them by numbers derived from the order in which they were heard.

FIRST CASE.—INSPECTOR LINDSAY *v.* THE COMPANY.

Clause 1 of the industrial agreement runs as follows: "1. All places to be balloted for every three months. (a.) Headings, levels, dips, pillars, and robbing-work to be balloted for specially." The application charged as follows: On the 4th September, 1903, No. 11 Dip in the Kaitangata Coal-mine, the property of the said company, was a place within the meaning of the said agreement which should have been balloted for in terms of the said agreement, and on the said date the company refused to allow the said No. 11 Dip to be balloted for."

It was admitted by Mr. J. MacGregor, counsel for the company, that the dip was a "place" within the meaning of the agreement,

and that it had not been balloted for. It was not disputed that in the ordinary course this place would have been balloted for at the cavel which takes place every three months. Mr. Jordan, the mine-manager, when asked by the union secretary why this had not been done, stated that the reason was that a contract to drive it had been let to Statham and party. This contract had been let on the terms known as "yardage and coal"—that is to say, the men were to be paid so-much per lineal yard for driving the dip, and were to have in addition the usual hewing-rate upon every ton of coal won in the process.

SECOND CASE.—INSPECTOR LINDSAY *v.* THE COMPANY.

The contract referred to in the first case formed the subject of the complaint in this case.

The clause of the agreement referred to was as follows: "33. Dips to be worked on shift wages unless otherwise agreed upon." The charge was thus stated: "That the said company, on or about the 4th day of August, 1903, let a contract for the driving of No. 11 Dip in the Kaitangata Mine to Robert Statham, Albert Tripp, James C. Smith, Donald Cameron, and Christopher Vickers, all of Kaitangata, miners, and members of the said union, and did not pay the said miners shift wages for the said work, and no agreement to do the said work save on shift wages was made in terms of the said agreement."

THIRD CASE.—INSPECTOR LINDSAY *v.* STATHAM AND PARTY.

This application charged Statham and party, as members of the union, with entering into the contract of the 4th August, 1903, with the company, mentioned in the second case.

DEFENCE.

The three cases were defended together, and several questions were raised.

The manager in his evidence stated that he had formed the opinion that the words of clause 33, "Dips to be worked on shift wages unless otherwise agreed upon," meant that it was open to him to come to an agreement with any set of men to do this class of work, and he appeared to adhere to this opinion under examination. Counsel for the company properly admitted that such a contention was untenable, and that any other mode of working must be agreed upon by the parties to the industrial agreement. He urged, however, that the manager had merely blundered into an erroneous opinion, but that he had acted *bonâ fide*.

Assuming that Mr. Jordan actually formed this opinion, the matter did not rest there. He first offered the contract to James Broome, to whom it was also offered by Thomas Barclay, the assistant manager. Broome told Mr. Jordan that he thought he was doing wrong by contracting on such conditions. This witness

went on to say, "He said that was all right, he wouldn't try and force me into the job. Mr. Jordan told me that at the most we could be taken to Court, and he would pay the fine." In cross-examination this witness added, "He contended that there was nothing wrong in it. If he was wrong in his opinion he would pay the fine." William Broome gave similar evidence. His version of the conversation was, "We told him we were not in favour of accepting the tender under the conditions. Jordan said there would be no harm done—that in the event of any proceedings being taken against us the company would pay the fine. Jordan said he didn't think they were doing wrong. He said if we were wrong he would pay the fine." These conversations were such as to put the manager fully upon his guard. He did not form an erroneous opinion hastily, but after discussion, and in the face of the fact that plain miners saw and told him how obviously wrong this so-called opinion was. He was manager of a large concern, and might easily have taken advice had he been anxious to do what was right. His conversations about being taken to Court, though capable of another construction than that he endeavoured to get Broome and party to act with him under a promise of indemnity, go far to show that he appreciated the position, and preferred to go on and take the risk rather than renounce his project.

Mr. MacGregor raised a further defence upon the following ground: On the 2nd June, 1902, the union secretary wrote to Mr. Broome, the former manager, who has since left the service and is not now in the colony, in the following terms: "In reply to yours of the 28th instant *re* tendering for dips, I am instructed to inform you that we agree to same on following conditions: (1) That tendering be confined to members of this union, (2) that contracts be *bond fide*, (3) that in no case shall said dips be paid for at a lower rate than already fixed for headings, (4) that secretary be permitted to see the tenders, (5) that the above shall be embodied in the agreement." According to the ordinary rule of law the matter covered by this communication, which no doubt formed a supplemental agreement to "the agreement"—*i.e.*, the one in force in 1902—was excluded from the new agreement when that document was a year later deliberately drawn up without embodying this matter. It was now put forward by Mr. MacGregor as having become the foundation of a practice acquiesced in by the union. Such a defence might perhaps avail a party who had merely nominally broken the award according to its tenor, were such a practice made out to have been acquiesced in by all the parties. We do not think, however, that it is made out in this case. In seeking proof of a practice worked out on the footing of the resolution of the 2nd June, 1902, one would naturally expect to find a practice in compliance with its terms. One of the most important of these from the miners' point of view is condition No. 4—"that the secretary be permitted to see tenders." This is no doubt intended to secure compliance with condition No. 2—"that contracts be *bond fide*." There is no pretence that

condition No. 4 was complied with; verbal or written contracts were made without the semblance of a reference to the secretary.

Nor does the general history of the subject assist the company in any way. When the agreement came into operation a contract with Gibbes and party was in hand. This was extended—i.e., a contract for further work was let to them without reference to the union. On the 31st July Mr. Hollows, secretary to the union, wrote to Statham and party as follows: "It having come to the knowledge of my committee that you are driving a coal dip in Kaitangata Mine by contract, such contract being in contravention of clauses 33 and 36 of agreement, I am therefore directed to request that you show cause why you should not be proceeded against for breach of agreement." The contract for No. 10 Dip was let on the 25th July, and no charge is made respecting this contract. During its progress, however, Hollows, the union secretary, had conversations with both the contractors and the mine-manager, in which he asserted that their proceedings were in breach of the agreement. At some period, probably about the time of the discussion respecting No. 10, a notice (undated) was posted at the mine, no doubt unjustifiably, by the secretary, which was at once torn down by the manager's orders. This ran as follows: "NOTICE.—Members are hereby notified that no agreement has been made with regard to dips, except as stated in 'industrial agreement.' All places on coal must be balloted for in accordance with agreement.—J. HOLLOWS, Secretary." The secretary, after the letting of the contract now complained of, wrote, on the 8th September, to Statham and party as follows: "It having come to our knowledge that you are driving No. 11 Dip, Kaitangata Mine, on contract, you are therefore requested to show cause why you should not be proceeded against for breach of agreement." On the 20th August Mr. Jordan, by written notice, openly called for tenders for driving a dip heading at Kaitangata Mine.

As far as we can discover, the only contracts which it can be suggested were let without previous protest were Phibbs and party's extension and No. 10 Dip. This, in the circumstances, does not amount to even the slenderest proof of a general practice on the footing of the letter of the 2nd June, 1902, acquiesced in by the parties who were entitled to dispute it. It may be further remarked that Mr. Jordan did not pretend to have acted on that letter, as he did not know of its existence.

Even if such a practice had been fairly assumed to exist at the date when No. 10 Dip was let, it was open to either party to notify to the other that they intended to fall back on the agreement and insist on compliance with it. In the case of a contract made with union men contrary to the terms of the industrial agreement neither party could be held bound by it. An intention to fall back on the agreement, if "falling back" it can be termed, was amply evinced so far as Statham and party are concerned by the written notice to them, and, as far as the company is concerned, by the notice

posted in the mine, and which attracted the attention of the manager as a breach of discipline, and by several conversations and other matters.

It is evident that the manager determined to proceed with celerity in his own way, and that he brushed aside the trammels of the industrial agreement in his own way. We cannot help thinking that this offhand method of dealing with an agreement deliberately entered into by the company was the source of all the irritation of which we have had evidence, and consequently the true cause of the troubles which necessitated the special sitting at Kaitangata.

In view of the opinion we have formed as to the defences, it is unnecessary to discuss a conflict of evidence which arose between Inspector Lindsay and Mr. Lee, the managing director of the company. In order, however, to do our best to allay the irritation which appears to exist, we desire to say that we are perfectly satisfied that both these gentlemen gave their evidence truthfully and in good faith. The conversation was in its nature one which one of the parties would be likely to remember less accurately than the other, as to one of them it was unimportant. Mr. Lindsay and Mr. Lee met frequently in the street and in the office of the former, and a dispute arose as to whether certain conversations ought or ought not to be treated as confidential. We see no objection to private and confidential conversations taking place between an Inspector and a managing director in the interests of peace and order, but they should be clearly marked as such. Primarily a conversation which takes place in the office of a Government official is not to be regarded as a confidential conversation. It is to be noted that Mr. Lindsay can have had no object of his own to serve in holding conversations of any kind with Mr. Lee. They seem all to have been held either in Mr. Lee's interest or in the cause of peace in the mine.

Reviewing all the circumstances of this case, though we acquit Mr. Jordan of a design to wreck the union, we unhesitatingly come to the conclusion that the company, through its agents, is guilty of a wilful breach of the agreement. It is equally clear that each of the miners forming Statham and party—namely, Robert Statham, Albert Tripp, James C. Smith, Donald Cameron, and Christopher Vickers—is guilty of a wilful breach of the industrial agreement. The Court inflicts a penalty of £50 in the first case, to be paid by the company to the Inspector, with costs £2 2s., together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards. As the second case is only an alternative statement of the same offence a breach is recorded but no penalty is inflicted. We think it advisable to state that the general rule that only one offence is to be charged in a proceeding does not apply to proceedings of this kind in this Court. It is, however, desirable to keep distinct offences separate. Where, however, as in this case, though two offences are committed in doing a single act only one penalty

will be inflicted, it is desirable to have one proceeding only. In the third case a penalty of £5 is inflicted upon each of the men named, to be paid to the Inspector, with £2 2s. costs, together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards. The costs when fixed will be paid equally by the five men, but each will remain liable for the whole costs in case any make default in payment.

FOURTH CASE.

The application charged the company with failing to ballot for a "place" in the following terms: "On the 4th day of September, 1903, No. 4 Dip and Main South Level in Castle Hill Mine, the property of the aforesaid company, was a place within the meaning of the said agreement which should have been balloted for in terms of the said agreement, and on the said date the said company refused to allow the said No. 4 Dip and Main South Level to be balloted for."

Clause 1 of the agreement runs: "1. All places to be balloted for every three months." Clause 13 runs: "13. Deficient places shall be paid shift wages, and shall mean all places driven through faults or in faulty coal, or in soft coal, and extremely hard places. . . . This clause not to apply to stone work." It is thus the rule that coal places are to be balloted for, whether worked by piecework or on shift wages.

The defences raised in the first case were repeated, and a further defence was raised that the dip in question was stone work. This was the real question to be determined—a question of fact purely.

The evidence was to a considerable extent conflicting. The general trend of the evidence was that the drive in question was partly in stone and partly in coal. Some of the witnesses expressed the opinion that it ought to have been treated as a deficient place, to be balloted for and paid for by shift wages. Others considered it to be essentially a piece of stone work, though there was some coal in it. The conflict was not confined to witnesses called on opposite sides, but existed among those called on behalf of the Inspector. There certainly was some evidence given by men who said that they had got coal out of the place and had been paid for it; but it was clear that the same men, who were driving the dip, were allowed to get coal out of the ends or stentons, and there was ground for thinking that this was the coal to which they referred. On the part of the company there was positive evidence that none of the coal out of the dip was saved, but that it was all tumbled over the tip-head with the stone with which it was mingled, and thus treated as waste.

In view of this conflict, the Crown Prosecutor called evidence to show that it would have been an easy matter, and a proper mode of working, to have taken out the coal first, and then to have blasted out the stone. The dip was described as having coal 5 ft. high on one side and about 1½ ft. high on the other. It is quite probable

that the coal, or part of it, might have been taken out in the manner described, but this was not in fact the way in which the manager thought fit to work the mine. Albert Rogers, a miner called by counsel for the Inspector, after stating that in his opinion the dip was a "place," and that "it was the biggest part coal," said, "I believe they could have run the boxes right through on the right side. They could have taken out the coal alone. A few boxes of stone. It could be clean coal. It might have been a little stone on the low side. That portion would have to be picked. They could have hauled the coal out and then dealt with the stone. I dare say they got it out together. It would be easier for the contractors to take it all out together, as they were paid for it by the yard (*i.e.*, not saving the coal)." This evidence, in our opinion, goes a considerable way to support the defence that the mode in which the dip should be treated was a matter of judgment to be settled by the manager. John Trott, another miner, described the history of the drive: "They had the coal all the way down for a certain portion of it." This was admitted to be the case until the stone fault was met with. The witness then describes the process after the stone was struck: "The high side was then taken out the best way they could. The easiest way, not the best way. All the way down a good quantity of stone might have come out. Part stone came down on the top of the coal. The coal should have come out first." In cross-examination this witness said, "If I had taken a contract I cannot say which way would pay me best. My way would be to take the coal first. That is sometimes the quickest way. Cannot say in this case." This witness is evidently discussing a question of management.

We have frequently decided in shipping cases that it is the duty of the Court to avoid saying or doing anything which will interfere with the discretion of a master in the management of his ship, and somewhat similar considerations apply to a coal-mine, where the manager is responsible for the safety of the mine and for the lives of large numbers of men. Though there remains a considerable body of evidence in support of the case for the prosecution, we think that it is not so clearly preponderant as to justify us in acting upon it in a penal proceeding. As the manager is responsible for the mode of working the mine, and as in the course of his duty, when he could not have been influenced by any indirect motive, he tipped all this material on to the spoil-bank, we do not think that we ought to say that the dip in question was a coal place. At least we ought to treat the matter as left in doubt.

The Crown Prosecutor asked us to adjourn the case until the next sitting of the Court and direct an independent inspection of the dip. We are not sure that this course would have definitely solved the question; we refused the application on the ground that a prosecution for penalties ought not to be so adjourned for what must prove to be a long period. The case was several times adjourned and reopened to allow the prosecution to supplement the proofs,

and we think that the Inspector and his counsel have done all that could be done in the matter.

In the circumstances, we are compelled to dismiss the application.

FIFTH CASE.

The application reads, "That the said company, on or about the 2nd day of December, 1903, let a contract for driving No. 4 Dip and South Main Level in Castle Hill Mine, the property of the aforesaid company, to William Fibbes the elder, William Fibbes the younger, James Fibbes, and Duncan McLaren, of Kaitangata, miners, and members of the aforesaid union, and did not pay the said miners shift wages for the said work, and no agreement to do the said work save by shift wages was made in terms of the said agreement."

This case must fail with the last.

SIXTH CASE.

A similar charge of contracting was made against the men named in the fifth case. This charge must also fail.

These three applications are dismissed, with costs £2 2s. in each case, to be paid to the parties proceeded against, together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

SEVENTH CASE.

The application runs, "That the company, by their manager, on September 4th, 1903, refused to allow the names of Frederick Hibbert, James MacClelland, Thomas Cunningham, William Cairns, John Power, Abel Thomson, James Gray, Thomas Dixon, William Charlton, and John Oliver, all of Kaitangata, miners (who were thrown out of the special ballot by the said manager), to be put into the general ballot."

The provisions of the industrial agreement (clause 1) show the powers and duties of the management with sufficient clearness:—

"1. All places are to be balloted for every three months."

The subclauses, all of which have to be considered together, run thus:—

"(a.) Headings, levels, dips, pillars, and robbing-work to be balloted for specially.

"(b.) Not less than 75 per cent. of miners to ballot for special places.

"(c.) Workmen with less than two years' experience in mines to be exempt from special ballot.

"(d.) The names of those thrown out of special ballot to be put into general ballot.

"(e.) In case of blanks in general ballot, those drawing them to ballot for the first place or places to start, or which may be vacant.

"(f.) One man to ballot for his place out of two or more places in the same manner as two or more men would ballot for one place.

"(g.) Any workman or workmen finishing his or their place shall at once enter his or their names in a book, herein called the 'ballot-book,' which shall be kept in the company's office for that purpose."

Thus the manager is entitled to reject 25 per cent. of the names from the special ballot—i.e., the ballot for special work—and with them he must exempt workmen of less than two years' experience, while the names of those thrown out of the special ballot are to be put into the general ballot—i.e., to be thrown in with the names of the rejected 25 per cent. and all those who are in for the general ballot. This indicates perfectly clearly that miners, whether momentarily in work or not, who are at the mine and liable to be called on are the servants of the company, and are *prima facie* entitled to take part in the ballot.

These ten men put down their names for the ballot and were rejected by the manager. Several of them who were called were admitted to be competent miners, but in each of these cases the excuse for rejecting the man was that his mate was incompetent, and that they must stand or fall together. The men went in in couples, and this coupling was arrived at in various ways. The mates were allowed to select each other; the union assisted in the selection; sometimes it was effected by the company. It was a feature of the case in our opinion showing *bona fides* on the part of the company that each of the rejected men was at once given some other work at the mine; in fact, the employment continued unbroken.

Mr. MacGregor urged that, though the agreement provided that the places should be balloted for, it did not provide that the men to fill them should be balloted for. We think that the agreement plainly means that all the unplaced miners in the employ of the company are entitled to stand in the cavel, and that there is no other way of reading it if all the subclauses are taken into account. We were asked what remedy the company had if it found that some of the men were incompetent. We think, in the first place, that it has full liberty to dismiss such men before the ballot if it chooses to resort to such harsh treatment; we think, moreover, that it is perfectly competent for the company to advise a man not to enter for the ballot, but to offer him some other kind of employment; finally, we think that in the last-mentioned case, in the event of a man refusing to stand out, or, indeed, dealing with the question upon the footing of strict legal right, in any case it is competent for the company to dismiss a man after the ballot and before he takes or after he has taken his place.

The company has taken upon itself to deny the right of the miners to stand in the cavel, but we do not think that in this case the offence should be treated as a very grave one, seeing that the

company has honestly done its best to keep the men in work and in positions enabling them to earn good wages.

The company will pay to the Inspector a penalty of £2, with £2 2s. costs, with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

EIGHTH CASE.

The application runs as follows: "That on the 7th, 8th, and 11th September, 1903, the company ordered two miners, Abel Thompson the younger and Thomas Thompson, both members of the aforesaid union, to truck their coal from the face, and informed them that if they did not consent to so truck their coal they could go home."

NINTH CASE.

The allegations were similar to those in the eighth case. The men affected were David Howie, Thomas Anderson, Robert Rear, Benjamin Beadsmore, and Walter Wilson.

TENTH CASE.

The allegations were similar to those in the eighth case. The men affected were Alexander Magee, Peter Magee, David Morgan, David Evans, Archibald Dobbie, Henry Dineen, John Duncan, and William Duncan.

In these three cases we do not find that the allegations exactly represent what was in fact done. It is not quite correct to say that the company gave an order to the men. The company ran short of truckers, and had no truckers to work for the fifteen miners interested in this proceeding. The duty of the company is expressed in clause 10 of the industrial agreement thus: "10. The company to truck coal from the face. The miner to take the empty box from the tip to the face. The distance of the tip from the face not to exceed 60 ft., company to make tips." The shortage of truckers created an emergency not dealt with by the agreement, which the company met in its own way, and, we think, in a somewhat ill-chosen way. The manager told the men that they might if they chose go on with their work and truck for themselves, and that if they chose to do so they should have 1s. 2d. per box for hewing and trucking instead of the hewing-rate of 10d. This in effect was a falling-back upon the abandoned system which prevailed before the date of the agreement. The men said that they did not like this arrangement, and they were told that they knew the alternative—*i.e.*, that they might go home.

We do not think that, in the circumstances, thus giving the men the option of working in this way or not getting any work was a breach of the agreement. What we think the company should have done was to have endeavoured to get over the difficulty by means of clause 36, which runs thus: "36. Any matter not provided for herein may be settled by arrangement between the mine-manager and the committee of the union." We cannot, however,

say that it was a breach of the industrial agreement to fail to attempt to come to an arrangement with the union upon a matter not provided for therein, especially as there is no charge founded on such a failure, and neither the union nor the men asked the company to come to any arrangement. The truth is that this clause is wholly defective, and is not one that the Court now inserts in awards. It should be completed by a reference to the Chairman of the Conciliation Board, or some other final referee in the event of the parties failing to agree. As it stands a party has only to refuse to come to such an arrangement, and as coming to an arrangement implies the free exercise of will on the part of both parties no breach is committed by either of them so refusing. These three cases are accordingly dismissed, with costs £2 2s. in each case, to be paid to the company, together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

ELEVENTH CASE.

The application states, "That in or about the month of September, 1903, the said company paid Charles Hornwell and James Mackie, truckers over the age of twenty years, for trucking, 3s. 6d. per score of boxes, being a less wage than 8s. a day, the price fixed by the said agreement."

TWELFTH CASE.

The application in this case was in the same terms as that in the eleventh case. The man affected was Alfred Hill.

The duty of the employer under the industrial agreement is thus stated: "20. Truckers working underground to be paid as follows: Fourteen years of age, 3s. 6d.; fifteen years of age, 4s. 6d.; sixteen years of age, 5s. per shift, and to receive an advance of 1s. per day per year to such time as they shall reach the age of nineteen, when 8s. per day shall be paid. Those now receiving 9s. per shift shall not be reduced, but a special wage less than wage above mentioned may be fixed for any trucker lad or youth between the mine-manager and the committee of the union."

Shortly put, the position is that the company, having agreed with the union to pay shift wages to truckers, now seeks to justify the introduction of a system by which it agrees with the men to pay them by piecework. It is asserted, and not disputed, that the men have earned more money in this way.

Mr. MacGregor urged that the scheme of payment described in the agreement was not intended to be exclusive; that only when truckers were employed by the day was there an agreement to pay the stipulated wages; that there was nothing in the agreement declaring that this class of work was not to be done by contract.

The general question arises from time to time as to how far an employer who has agreed to pay his journeymen at certain rates is to be restrained from adopting a system by which he employs no journeymen, but contracts for the labour. This class of question

does not arise here, as the truckers are in every sense the servants of the mine-owner. We have to consider the effect of the stipulation with the union, which, we are satisfied, amounts to a contract to pay shift wages. The distinction between shift wages and piecework is maintained throughout the agreement, and the preservation of the distinction is of obvious importance. We are satisfied that the stipulated mode of payment was intended to be exclusive of any other mode.

It must always be borne in mind that industrial agreements are not like ordinary agreements relating to remuneration for services which may be shown to have been performed in the agreed manner or in any other manner appointed by the parties. They are in every case agreements embodying a policy, and are not to be departed from by arrangement with other parties, such as the workmen interested. It is, moreover, always open to question in a case like this whether the men have agreed to a departure or have merely conformed to the orders of some person whom they are bound to obey.

We think that a breach of the agreement has been proved in each case, but that the individual men have not been wronged, and that the breaches are more in the nature of irregularities than serious breaches. A penalty of £5 is inflicted in the first case, and a penalty of £1 in the second, to be paid to the Inspector, with £2 2s. costs in each case, together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

THIRTEENTH CASE.

The application charges, "That on or about the 17th of September, 1903, there were four places for eight men in No. 6 dip, Kaitangata Mine, and the manager for the said company declined to ballot for these four places, and filled the same with miners of his own nomination without any ballot."

The facts were undisputed. The manager and assistant manager agreed that certain coal must be got out in a hurry. Thomas Barclay, the assistant manager, says, "There were eight men out of places who had finished their cavil a fortnight before. They had been working in a stenton (which had not to be cavilled for). We agreed to draw that cavil, and Brown came up about 5.30. We drew the cavil for eight men for four places down No. 6, two in each place. The result of the cavil was sent down to the underviewer in the afternoon shift. . . . Only Brown and I were there. One drew the numbers and the other the names." It was admitted that there would have been no difficulty in finding the secretary and bringing him to the spot in a few minutes. The men themselves knew nothing of what was going on. They simply obeyed orders, and went to the places thus irregularly assigned to them.

Mr. MacGregor argued that no method of ballot was prescribed, and that consequently the method adopted with respect to work to

be done in a hurry was not prohibited. If we were to accede to this argument the practice might be adopted permanently, and all places apportioned by the management without consulting the secretary or the men. This would make an end of a provision which appears in every coal-mining award and agreement. Though the difference between lot and ballot is well marked in modern legislation, the word "ballot" was originally used merely to describe a mode of lot. What is here called ballot is in reality a mode of distributing places by lot. It has been described by counsel for the Inspector as the life of the whole system so far as the men are concerned, and this is well understood by all who have had anything to do with coal-mining.

The agreement is certainly somewhat imperfectly expressed, but certain features stand out with sufficient clearness: Subclause (b), already fully quoted, shows that the miners are to ballot for special places; subclause (e) assumes that the men are to draw, and if they draw blanks they are to ballot again for the next open places; subclause (f) recognises that it is the men interested who are to ballot for places; and subclause (g) makes it sufficiently clear that the machinery is not to be worked behind the backs of the men. No doubt a different method is in reality followed, and, instead of pursuing the clumsy process involving the personal attendance of the men, custom has substituted for them their representative in the person of the secretary. We cannot but regard the proceedings of the company in this matter as a very grave breach of the agreement. It was not a blunder in the ordinary sense, but a thoughtless proceeding taken in disregard of the plain duty of the company. Mr. Barclay, who thus disregarded the well-established rule, is an intelligent and highly experienced miner. It was, moreover, an act of the kind most likely to cause irritation and lead to friction. We feel compelled to treat this as a wilful breach—that is to say, a breach committed with full knowledge of the company's actual duty.

The Court inflicts upon the company a penalty of £20, to be paid to the Inspector, with costs £2 2s., together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

FOURTEENTH CASE.

The application stated that "the company, on or about the 9th day of July, 1903, employed Donald Cameron and John Wilson, of Kaitangata, miners, in a portion of the Castle Hill Coal-mine, the property of the aforesaid company, known as the Main Extension, the same being a deficient place within the meaning of the said agreement, and did not pay the said Donald Cameron and John Wilson shift wages in terms of the said agreement."

FIFTEENTH CASE.

The allegations in this case were to the same effect. The men affected were David Morgan and David Evans.

Mr. MacGregor stated that the question was one of importance, and might be formulated thus : Is a man who gets into a difficult place for one, two, or three days to be "made up" to the shift wage if for the fortnight covered by the pay he is making good wages?

What happened in these cases was that the men earned good wages at piecework for a certain time. Then within the period of the same pay their good place ran out and they were put into a deficient place, and instead of being paid 10s. per diem whilst there they were left to earn less than 10s. at pieceworkers' rates.

It is now set up that the company ought not to be asked to "make up" these men to 10s. for the days they worked there, because, bringing their previous earnings within the same pay into account, they have earned good wages for the fortnight—better wages, in fact, than the standard of 10s. per day. This proposition has only to be stated that it may be seen how fallacious it is. The money the men had earned in the coal was earned from day to day, or, more properly, as each ton of coal was won; it was therefore their own money in as full a sense as if they had received it. The defence in effect results in a suggestion that if the earnings of the men in a deficient place fell short of 10s. per diem they ought to be content to make up the shortage out of their own pockets. The breach in these cases is clearly proved, and the deficiency must be made up and paid to the union on behalf of the men. If any difficulty arises it must be referred to the President. A penalty of £2 will be inflicted in each case, to be paid to the Inspector, with £2 2s. costs in each case, together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

SIXTEENTH CASE.

This case was disposed of at the hearing, but it is desirable that the circumstances should be mentioned.

The charge was "that the said company did not fairly distribute boxes in the No. 6 and No. 7 Dips of the Kaitangata Mine during a period extending from the 12th to the 28th days of November, 1903, both inclusive."

It was proved that there was a shortage of trucks, and evidence was given tending to show defective management in the distribution of boxes. We were informed by counsel for the company that this allegation of mismanagement was denied, and that they were prepared to prove that the distribution was as fair as possible.

The clause referred to runs: "11. Boxes shall be fairly distributed throughout the mine." We considered that there was no evidence whatever of intentional unfairness, or of such gross negligence as would amount to wilful unfairness. We do not consider that mismanagement, if shown to exist, would amount to a breach.

Case dismissed, with costs £2 2s., to be paid to the company, together with witnesses' expenses and disbursements to be fixed by the Clerk of Awards.

MEMORANDUM RESPECTING SPECIAL SITTING AT KAITANGATA.

In finally disposing of these cases we desire to say that we have in the past found it more conducive to harmony to inflict moderate penalties than to inflict severe ones, and we have not overlooked this consideration in the present case. The result of these proceedings has been to bring many of the clauses of this agreement under discussion. Now that these have been discussed, and that the company has necessarily been brought into communication with its legal adviser on the subject, we hope to hear no more of breaches in the future.

FREDK. R. CHAPMAN, J., President.

REGULATIONS RESPECTING INTERPRETATIONS.

THE Arbitration Court makes the following regulations for the guidance of Clerks of Awards and parties :—

1. As the advice of the Clerk of Awards is often sought by Union Secretaries and others as to the proper interpretation of awards, industrial agreements, and other instruments where penalties are not sought, the Court has thought it best to make regulations to facilitate the stating of cases for its opinion.

2. Parties frequently address letters to the President and members of the Court asking similar questions. After the publication of these regulations such correspondence will merely be forwarded to the proper Clerk of Awards, who will deal with it by informing the parties of these regulations.

3. Any person who is a party to or directly interested in an award or industrial agreement may obtain the opinion of the Court upon any question connected with the construction of an award, industrial agreement, or any particular determination or direction of the Court or any Conciliation Board or Chairman thereof, or upon the construction of any statute relating to matters within the jurisdiction of the Court, subject to the following conditions :—

(a.) The Court will, without considering itself obliged to give reasons, decline to give such advice where in the opinion of the Court it is inadvisable to do so.

(b.) No such opinion is actually binding upon the Court, even in the matter submitted to it.

(c.) This is especially the case where any want of *bona fides* is apparent, or where the Court has not been fully informed, or has not fully appreciated the question put or the full consequences of the answer, or the matter affects parties beyond those who have actually submitted the question, or where the asking or obtaining such an opinion has a tendency to defeat or avoid penalties which have accrued and ought not to be avoided, or to protect parties from the consequences of wilful breaches of the award, agreement, or other instrument.

(d.) Parties who are unwilling to seek or concur in seeking an opinion under these limitations should resort to a test case in the ordinary course.

4. An application for interpretation may be initiated by any party competent to make an application for enforcement, but it is necessary that the opposite party should concur in and sign such application.

5. Such application may be accompanied by such material as any party wishes to have forwarded therewith. Thus, parties may lodge with the Clerk of Awards copies of the correspondence which

has taken place respecting the matter in dispute, and any party may hand in a written or typewritten memorandum stating the view of the case which he contends the Court should adopt. All such documents shall be legibly written on foolscap, or typed on paper of foolscap size, and four copies thereof shall be lodged. A copy of every document so forwarded shall be sent by the Clerk of Awards to the opposite party. The fee applicable to filing an application for enforcement will be paid.

6. Such application shall be made upon a form to be supplied by the Clerk of Awards.

7. No disputed question of fact should be left open to be determined on such an application. If any dispute should arise it must be determined by evidence and the attendance of parties.

8. When such an application is duly lodged in the proper office the Clerk of Awards will forward the same to the President, who will bring it before the Court in due course. The Court if it thinks fit so to do will order that the case be argued by the parties or in exceptional cases by counsel.

9. The opinion of the Court thereon will be given in open Court, and will be forwarded to the Clerk of Awards.

10. Until forms of application are printed, ordinary applications will be altered by the Clerk of Awards in accordance with a form settled by the Court.

Dated this 16th day of November, 1903.

FREDK. R. CHAPMAN, J.,
President.